Bid Identification No. Civil/ EST/17/2026-27

Request for Proposal (RFP)

Selection of Authority Engineer for the Project "Re Development of Veer Surendra Sai University of Technology (VSSUT), Burla, Sambalpur, Odisha.

(October 2026)

Odisha Industrial Infrastructure Development Corporation (IDCO)

DISCLAIMER

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

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

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

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

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

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

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

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

Odisha Industrial Infrastructure Development Corporation (IDCO)
(A Government of Odisha Undertaking)
IDCO Towers, Janpath
Bhubaneswar -751022, Odisha
Email: cgmcivil2@idco.in
Website: www.idco.in

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.:HO/CIVIL/T&E/E-5417/04/2026 16121 Date: 04/06/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27

SHORT TENDER CALL NOTICE

NOTICE INVITING REQUEST FOR PROPOSAL THROUGH E-PROCUREMENT PORTALOF GOVT. OF ODISHA

Odisha Industrial Infrastructure Development Corporation (IDCO) invites technical and financial proposals from reputed consultants having experience in working as Authority Engineer/ Independent Engineer for the Assignment of "**Re-development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha**". The detailed Request for Proposal (RFP) document can be downloaded from e-procurement portal of Govt. of Odisha from **5:00 PM of dt. 12/06/2026 to 5:00 PM of 03/07/2026.**

The technical bids will be opened online on **dt. 04/07/2026 at 11:30 AM**. IDCO has the right to reject the Notice/RFP without assigning any reasons thereof.

Sd/-

Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 17076 Date:12/06/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
1ST CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per TCN	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.12/06/2026**	**5 PM of dt.19/06/2026**
2	Last date of receipt of bids	**5 PM of dt.03/07/2026.**	**5 PM of dt.13/07/2026.**
3	Opening of technical bid	**11.30 AM of dt.04/07/2026**	**11.30 AM of dt.14/07/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 18430 Date:19/06/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
2nd CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 1st corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.19/06/2026**	**5 PM of dt.03/07/2026**
2	Last date of receipt of bids	**5 PM of dt.13/07/2026.**	**5 PM of dt.27/07/2026.**
3	Opening of technical bid	**11.30 AM of dt.14/07/2026**	**11.30 AM of dt.28/07/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 19988 Date:03/07/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
3rd CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 2nd corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.03/07/2026**	**5 PM of dt.31/07/2026**
2	Last date of receipt of bids	**5 PM of dt.27/07/2026.**	**5 PM of dt.28/08/2026.**
3	Opening of technical bid	**11.30 AM of dt.28/07/2026**	**11.30 AM of dt.29/08/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 22541 Date:31/07/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
4th CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 3rd corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.31/07/2026**	**5 PM of dt.17/08/2026**
2	Last date of receipt of bids	**5 PM of dt.28/08/2026.**	**5 PM of dt.07/09/2026.**
3	Opening of technical bid	**11.30 AM of dt.29/08/2026**	**11.30 AM of dt.08/09/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 24073 Date:14/08/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
5th CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 4th corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.17/08/2026**	**5 PM of dt.31/08/2026**
2	Last date of receipt of bids	**5 PM of dt.07/09/2026.**	**5 PM of dt.22/09/2026.**
3	Opening of technical bid	**11.30 AM of dt.08/09/2026**	**11.30 AM of dt.23/09/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 25791 Date:31/08/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
6th CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 5th corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.31/08/2026**	**5 PM of dt.07/09/2026**
2	Last date of receipt of bids	**5 PM of dt.22/09/2026.**	**5 PM of dt.28/09/2026.**
3	Opening of technical bid	**11.30 AM of dt.23/09/2026**	**11.30 AM of dt.29/09/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 **26573** **Date:07/09/2026**

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
7th CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 6th corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.07/09/2026**	**5 PM of dt.24/09/2026**
2	Last date of receipt of bids	**5 PM of dt.28/09/2026.**	**5 PM of dt.26/10/2026.**
3	Opening of technical bid	**11.30 AM of dt.29/09/2026**	**11.30 AM of dt.27/10/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 28424 Date:24/09/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
8th CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 7th corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.24/09/2026**	**5 PM of dt.30/09/2026**
2	Last date of receipt of bids	**5 PM of dt.26/10/2026.**	**5 PM of dt.29/10/2026.**
3	Opening of technical bid	**11.30 AM of dt.27/10/2026**	**11.30 AM of dt.30/10/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

Er. Shantanu Kumar Naik
Chief General Manager (Civil)

File No.HO/CIVIL/T&E/E-5417/04/2026 29079 Date:30/09/2026

BID IDENTIFICATION NO- CIVIL/EST/17/2026-27
9th CORRIGENDUM to Tender Call Notice No-16121 Dt.04.06.2026

The availability & opening of tender online for bidding published in the newspaper for "RFP for selection of Authority Engineer for Re development of Veer Surendra Sai University of Technology (VSSUT) Burla, Sambalpur, Odisha" (Bid Identification No. Civil/Est-17/2026-27) are to be read as below.

Sl No.	Items	As per 8th corrigendum	Modified as
1	Availability of bid document in the e-procurement portal	**5 PM of dt.30/09/2026**	**5 PM of dt.12/10/2026**
2	Last date of receipt of bids	**5 PM of dt.29/10/2026.**	**5 PM of dt.11/11/2026.**
3	Opening of technical bid	**11.30 AM of dt.30/10/2026**	**11.30 AM of dt.12/11/2026**

Further details can be seen from the Government web site www.tendersorissa.gov.in. Any further Addendum /corrigendum notice (if any) will be uploaded in the web site www.idco.in (Tender &Quotation) /www.tendersorissa.gov.in only. There will be no press publication in this regard. Before finally uploading the bid, the bidders are requested to check the corrigendum/ Addendum if any.

Sd/-
Chief General Manager (Civil)

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CONTRACT FOR AUTHORITY ENGINEERS' SERVICES

DATA SHEET

Sl.N	Particulars	Details
1.	Name of the Client	Chief General Manager (Civil), IDCO Towers, Unit-9, Janpath, Bhubaneswar Odisha Industrial Infrastructure Development Corporation (IDCO)
2.	Method of Selection	Quality & Cost Based Selection (QCBS): 80:20
3.	Proposal Validity	120 Days
4.	Publication of RFP Notice	04.06.2026
5.	Date of Issue of RFP	12.10.2026, 5 PM
6.	Deadline for Submission of Pre-Bid Queries	22.10.2026, 4 PM
7.	Pre-bid meeting in the Board room of IDCO.	26.10.2026, 11:30 AM
9.	Issue of pre-bid response by IDCO	Within 7 days
10	Proposal Due Date	11.11.2026, 5 PM
11	Date of opening of Technical Proposal	12.11.2026, 11:30 AM
12	Date of Technical Presentation	To be intimated later
13	Date of opening of Financial Proposal	To be intimated later
14	Expected Date Of Commencement of Assignment	To be intimated later
15	Pre-proposal meeting	*The pre-bid meeting shall be held on 26.10.2026 at 11:30 AM in the board room of IDCO.* Pre-bid queries shall be sent by 22.10.2026 by 4 PM to cgmcivil2@gmail.com
16	Bid Processing Fee (Non-Refundable)	Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred Only)- including GST through online mode only as prescribed in e-procurement procedure annexed as Section-8.

17	Earnest Money Deposit (EMD) (Refundable)	INR 20 Lakhs through online mode only through e-procurement portal / Bank Guarantee as per Format.
18	Performance Bank Guarantee (PBG)	5 % of the contract agreement amount
19	Contact Person	Name: Er. Shantanu Kumar Naik, Chief General Manager (Civil), IDCO, Bhubaneswar Ph-0674-2542008 E-mailID:cgmcivil2@gmail.com
20	Place of Opening of Proposal:	Odisha Industrial Infrastructure Development Corporation (IDCO) IDCO Towers, Unit-9, Janpath, Bhubaneswar-751021

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

SECTION: 1

LETTER OFINVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of Authority Engineer for the Project "Re Development of Veer Surendra Sai University of Technology, Burla, Odisha.

- The Chief General Manager (Civil), Odisha Industrial Infrastructure Development Corporation (IDCO, (the **"Authority"**), in accordance with the provisions under the Guidelines for Engagement of Authority Engineers and Outsourcing of Services issued in the OGFR 2023, updated in June 2025 of the Finance Department, now invites proposal from reputed agencies in the field of Architectural, Engineering & MEP Services for providing Authority Engineering/ Independent Engineer for the Project as detailed Below:

Name of the Project	Total Turnkey Project Cost	Construction Period
Re development of Veer Surendra Sai University of Technology (VSSUT), Burla, Sambalpur	INR 929 Cr	27 Month

- A bidder will be selected under **Quality and Cost Based Selection** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith in the Odisha General Financial Rules 2023, updated in June 2025 *of* Finance Department, Govt. of Odisha.
- As per the TURNKEY Contract Agreement, an Authority Engineer shall be deployed to carry out the supervision of the Civil Works along with other necessary activities to assist the Authority in smooth execution of the works. These activities mainly relate to, but not limited to, (i) design review, supervision during construction and maintenance of the project to ensure compliance of requirements of Contract Agreement, (ii) report to the Authority on the financial and technical aspects of the project, (iii) assist the Authority in dispute resolutions as per Contract, (iv) approval of RFIs and (v) render Authority engineer's service as per roles and responsibilities in Contract TURNKEY Contract.

The Total time period for the assignment as Authority Engineer will be the Contract period of 27 Month (Construction period) or till the completion period of TURNKEY contract whichever is later. No price escalation shall be claimed by us during the contract period.

- This is an e-tendering process by Government of Odisha in IDCO. The proposal must be
- submitted online only. In online mode, the electronic files are to be uploaded on the tender Portal **www.tendersodisha.gov.in.**
- Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
- The two parts of the Proposal (Technical proposal and financial proposal) must be submitted on-line with all pages numbered serially, along with an index of submission. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Client may reject the Proposal.
- The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs. 11,800/- (Eleven thousand & Eight Hundred)** towards **Bid Processing Fee** and a **Bid Security as Rs 20 Lakhs as** prescribed in the RFP failing which the bid will be rejected.
- The Authority Engineers must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III. The online bidding procedure is indicated in the Section-8 of the RFP document.
- The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
- This RFP includes following sections:
  - Letter of Invitation **[Section – 1]**
  - Information to the Bidder **[Section – 2]**
  - Terms of Reference **[Section – 3]**
  - Technical Proposal Submission Forms **[Section – 4]**
  - Financial Proposal Submission Forms **[Section –5]**
  - Bid Submission Checklist **[Section –6]**
  - Standard Form of Contract **[Section –7]**
  - Procedure under E-Tendering **[Section –8]**
  - Annexure **[Bid Submission Checklist & Performance Bank Guarantee Format provided]**
- While all information/data given in the RFP is accurate within the consideration of scope of

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

Sd/-

Chief General Manager (Civil)

IDCO

SECTION: 2

INSTRUCTION TO BIDDERS

- Pre-Qualification Criteria:

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

Sl. No.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under the relevant act / laws or a Limited Liability Partnership registered under relevant act / laws.	Certificate of Incorporation/ Partnership deed etc..
2.	The bidder should have been in business of Project Supervision Services / Independent Engineer/ Authority Engineer services / Project Management Consultancy (PMC) / Program Management Consultancy (PgMC) / Technical Audit for infrastructure / construction projects for at least 7 years till the proposal due date.	TECH-5
3	The Applicant Firm must have at least one of the team members as GRIHA/ LEED Accredited personnel.	Details to be attached.
4	Bidder must have successfully completed at least one (1) assignment of similar* nature (**having project value each ≥ INR 500 Crores** or **2 Nos of Project, having Project Value each > INR 300** Cr **, in the infrastructure / **construction of Building sector** under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control Organization during the last 7 Years as on the bid due date. The assignment referred to as above must be in single Authority Engineer's contract. However, the Authority Engineer's scope of work in the work order /contract agreement shall match similar work criteria as defined in the RFP. Experience as sole bidder shall be considered. Experience in terms of JV is not allowed. *Similar works refer to Project Supervision Services/ Independent Engineer/ Authority Engineer/ PMC/ PgMC etc for projects related to the construction of urban infrastructure / buildings, Malls, Sports infrastructure pertaining to building infrastructure, etc. [Linear infrastructure such as roads / highway projects shall be not be considered] **Please note that project value refers to the total value of project including works and not the consultancy fee. Also, project cost can contain	TECH -5, Copies of Work Order / Contract Document along with Completion Certificate / Letter of Completion from the previous Clients. For private sector project TDS certificate shall be submitted.

	costs of multiple projects / project components, but all such projects must have been executed under a single contract / agreement.	
5.	The average financial turnover must be at least **INR 50 Crores** from consulting / advisory business only during the last **3** financial years (ending 31st March 2026). Bidders must have positive net worth in last 5 years (ending 31st March 2026)	Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income & Expenditure statement duly sealed and certified by the CA (highlighting the turnover from similar services and the authorized representative of the bidder. For FY 2025-26, if audited accounts not available, provisional certificate signed by CA should be submitted
6.	The Bidders are required to upload and submit the solvency certificate costing minimum **Rs. 1 crore** duly issued by a scheduled Bank and should have been issued within Six months from the original last date of submission of the Bid.	
7.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.	Affidavit from the Bidder as per the format (TECH - 6)
8.	The bidders shall submit a Power of Attorney in Favor of the bidder's representative.	Copy of Power of attorney (TECH-4)
9	Declaration of Blacklisting	TECH-11
10	Agency engaged for preparation of DPR for this Project, shall not be eligible to participate in this tender process.	

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

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

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

- Filled in Bid Submission Check List in Original **(Annexure-I)**
- Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder.
- Experience details (TECH-5)
- Affidavit regarding Conflict of Interest (TECH - 6)
- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- CV of Key Personnel as per TOR (TECH - 9)
- Proposed Work Plan to carry out the assignment (TECH - 10)
- Blacklisting Declaration in past 7 years Form (TECH-11)
- Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)

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

2. Bid Processing Fee:

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

3. Earnest Money Deposit:

The bidder is to pay 20 lakhs as EMD, which is to be paid online in the e-procurement portal or as Bank

Guarantee as per given Format.

4. Validity of the Proposal:

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

5. Pre -bid Queries / Pre-bid Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details if any to **IDCO** through e-mail to cgmcivil2@idco.in / pmu@idco.in till the timeline as per Bidder Data Sheet. Clarifications to the above will be either uploaded on the tender portal of Government of Odisha **www.tendersodisha.gov.in** or clarified through email to the respective bidders for the purpose of preparation of proposal. The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.

6. Preparation and Submission of Proposal:

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

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

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

a. Technical proposal as per format prescribed in SECTION-4 of RFP including documents as indicated in para 'B' below.

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

iii. The Applicant shall upload scanned copies of the Technical Proposal as specified in Clause 6 (ii)A(a) above on the Tender Portal before 5:00 PM IST on the Proposal Submission due date as specified in Data Sheet. Financial Proposal as specified in clause 6 (ii)A(b) is to be submitted online only & no hard copy is to be submitted.

iv. It may be noted that the scanned copies can be prepared in PDF file format for Technical Proposal and in excel format for Financial Proposal, uploaded by the Authority in the designated locations.

v. Each page of the two parts should be page numbered and in conformation to the eligibility

qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client.

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

7. Opening of the proposal:

i. Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
ii. Opening of Proposals will be done through online.
iii. The Financial Proposal 6 (ii) A (b) will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal:

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

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition (*pre-qualification criteria as mentioned in Sl. 1, Section-2*) and the requisite documents / information has been properly furnished by the bidder or not. Submission of following documents / information will be verified:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee & EMD.
- General Details of the Bidder (TECH – 2).
- Bidder Organization (Financial Details) (TECH- 3)
- Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
- Experience details (TECH-5)
- Self-Declaration on Conflict of Interest (TECH - 6).

- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- CV of Key Personnel as per TOR (TECH - 9)
- Proposed Work Plan to carry out the assignment (TECH - 10)
- Blacklisting Declaration (TECH-11).
- Bid Security through online mode.
- Undertaking for not having been blacklisted by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
- All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.
- Any pending legal issues / involvement in legal conflicts in last 3 years.

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

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

S. N.	Evaluation Criteria	Maximum Marks
1	**Specific Experience of the Authority Engineer relevant to the assignment**	**35**
1.1	The bidder should have a minimum annual average turnover (from consulting / advisory business) of at least INR 50 Crores in the last 3 Financial Years (ending 31st March 2026/current year) Average Annual Turnover between INR 50 Crores to INR 70 Crores – **6 Marks** Above INR 70 up to 100 Cr - 10 Average Annual Turnover greater than INR 100 Crores – **15 Marks**	15
1.2	Bidder must have successfully **completed** at least one (1) assignment of similar nature (having project value each ≥ INR **500** Crores or 2 Nos of Project having Project Value each ≥ **Rs 300** Cr in the infrastructure / construction sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control during the last 7 Years as on the due date of bid submission. **The assignment referred as above must be in single contract related to Authority Engineer / Independent Engineer / PMC / PgMC for infrastructure / Urban Projects / Building Projects / Malls / Sports Infrastructure etc (Excluding Roads and Highway Projects) . However, the Authority Engineer's scope of work in the work order /contract agreement shall match with similar work criteria as defined in the RFP.** For definition of 'project of similar nature' and 'project cost', please refer to Section-2, Clause 1, point 3 of table. • For One (1) completed projects of Value ≥ INR 500 Cr or For Two (2) completed project of Value ≥ INR 300 Cr conforming to the given conditions **– 10 Marks** • For each additional project conforming to the above conditions i.e. One project having value at least of INR 500 Cr or Two projects having value more than INR 300 Cr – 5 Marks (**maximum 10 marks**)	20
2	**Evaluation of Key Personnel**	**40**
2.1	Team Lead cum Project Management Expert – 8 Mark	
2.2	Senior Structural Engineer - 6 Mark	
2.3	Material cum Quality Control Engineer - 5 Mark	
2.4	Electrical Engineer – 5 Mark	
2.5	Safety Engineer -4 Mark	
2.6	MEP Expert – 4 Mark	

2.7	BIM Engineer – 4 Mark	
2.8	HVAC Engineer – 4 Mark	
3	**Technical Presentation -** **i.** Adequacy of the proposed 'Approach & Methodology' and 'Work Plan' in response to the ToR- 5 Mark. ii. Work Plan – 5 Mark iii. Presentation on work plan for the project based on the past work experience and existing domain expertise of the Bidder. The Work Plan shall include strategy, project milestone and deployment of resources to meet the target of the project – 10 Mark Value Addition - 5 Mark	**25**
	Total	**100**

Evaluation criteria for Key Personnel is as follows:

Educational Qualification	**--**	**30%**
Relevant Sector Experience	**--**	**70%**

The Scoring for Ley Personnel shall be done as follows:

Key Personnel For Evaluation										
Sl.No	**Position**	**Nos**	**Educational Qualification (EQ)**	**Minium Exp (Years)**	**Marks**	**Qualification (30%)**	**Exp. (70%)**	**Remark**	**Total Marks**	**Mark Self Assessed by Bidder**
1	Team Leader cum Project Management Expert	1	BE(Civil) + (MBA / MTech/PGDCM/Project Management	12	8	2.4	5.6	Exp: 1. 12-15 Years - 3.6 Mark 2. > 15 to 18 years - 4.6 Marks 3. > 18 Yers - 5.6 Mark	8	

2	Senior Structural Engineer	1	BE(Civil) + Post Graduation in Structural Engineering	10	6	1.8	4.2	Exp: 1. 10-12 Years - 3.2 Marks 2. >12 Years - 4.2 Marks	6	
3	Material Cum Quality Control Engineer	1	BE (Civil) + Post Graduate in Geotechncial Engineering/ Soil mechanics	10	5	1.5	3.5	Exp: 1. 10-12 Years - 2.5 Marks 2. >12 Years - 3.5 Marks	5	
4	Electrical Engineer	1	Graduate in Electrical Engineering	10	5	1.5	3.5	Exp: 1. 10-12 Years - 2.5 Marks 2. >12 Years - 3.5 Marks	5	
5	Safety Engineer	1	Graduate in engineering + Post graduate in Health, Safety and Environment	7	4	1.2	2.8	Exp: 1. 7-10 Years - 1.8 Marks 2. >10 Years - 2.8 Marks	4	
6	MEP Expert	1	Graduate in Electrical/ Mechanical Engineering	10	4	1.2	2.8	Exp: 1. 10-12 Years - 1.8 Marks 2. >12 Years - 2.8 Marks	4	
7	BIM Engineer	1	Graduate in Engineering + Professional certification in BIM Tool	5	4	1.2	2.8	Exp: 1. 5-7 Years - 1.8 Marks 2. >7	4	

								Years - 2.8 Marks		
8	HVAC Engineer	1	Graduate in Electrical/ Mechanical Engineering	5	4	1.2	2.8	Exp: 1. 5-7 Years - 1.8 Marks 2. >7 Years - 2.8 Marks	4	
		8			40				40	

- CVs Shall be considered for scoring after meeting the Qualification and evaluation criteria as mentioned in the Section- 3 (Terms of Reference).
- In case the Selected Applicant has one Key Personnel, who scores less than 70% marks, he would have to be replaced during negotiations with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.
- Each proposed Key Personnel or expert may be included in the proposal of only one bidder. If a Curriculum Vitae (CV) for the same individual is proposed by more than one bidder, the CV for that specific individual shall be disqualified and awarded zero (0) points in the technical evaluation for all affected bidders.
- **Date, time and venue for Technical Presentation shall be intimated later.**
- In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70.**

  The highest evaluated Technical Proposal **(Th)** shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

  St = 100 x T/Th, in which "**St**" is the Technical Score, "**Th**" is the highest Technical Score given, and "**T**" is the Technical Score of the proposal under consideration.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage through online mode. The name of the bidder along with the quoted financial price will be announced during the meeting. The lowest evaluated financial proposal (Fm) will be given a maximum financial score of 100

points. The formula for determining the financial scores of other proposals will be computed as follows:

Sf = 100 x Fm/F, in which "**Sf"** is the financial score, "**Fm"** is the lowest price, and **"F"** the price of the Proposal under consideration.

Note: Please note that for the purpose of bidding, the maximum value to be quoted by the bidders in the BOQ (uploaded with this RFP document) shall be capped at **1.2%** of the indicative project cost. Any amount quoted for the assignment that comes to over 1.2% of the indicative project cost , shall not be considered for evaluation. To bidding the indicative project cost for various projects envisaged under this category shall be considered as **INR 929 Crores**. **Bidder shall quote in lumsum basis in two decimals in the span of .01 till the capping of 1.2%.**

9. Combined Evaluation Process:

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Tw = the weight given to the Technical Proposal (0.7); Pw = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

S = St x Tw + Sf x Pw,

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

10. Performance Bank Guarantee (PBG):

Within 15 days of notifying the acceptance of a proposal for award of contract, shortlisted bidder shall have to furnish a Performance Bank Guarantee amounting to 5% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favor of Chief General Manager (Civil), IDCO as per the format at Annexure-II, for a period of ***three months beyond the entire contract period*** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

If the Consultant, having been called upon by the Procuring Entity to furnish Performance

Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit the EMD.

If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.

The Procuring Entity shall be entitled, and it shall be lawful on his part,

a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
   i. Any fault, failure, or neglect on the part of the Consultant in the fulfilment or performance in all respect of this contract or any other contract with the Procuring organization or any part thereof
   ii. for any loss or damage recoverable from the Consultant which the Procuring Entity may suffer or be put to for reasons of or due to the above faults/ failures/ neglect

b) and in either of the events aforesaid to call upon the Consultant to maintain the said performance

security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Consultant for similar reasons.

Subject to the sub-clause above, the Procuring Entity shall release performance security without any interest to the Consultant on completing all contractual obligations

11. Contract Negotiation

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

12. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing a Letter of Intent (LOI) for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 21 days of the offer letter. After signing the contract, no

variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. **The validity of the contract shall be 27 Months construction period or until the date of completion of TURNKEY Construction, whichever is later from the date of effectiveness of the contract and shall be extended on mutual consent.**

If at any stage, the Project has been delayed by the acts of funding Authorities resulting in any extension of time for the project, nothing extra shall be payable to the consultant. However, suitable extension of time for completion of work shall be granted accordingly. In case of delay for reasons attributable to the contractor, the compensation to the consultant shall be adjusted from the payments due to the contractor.

13. Conflict of Interest:

(i). The Consultant must provide professional, objective, and impartial advice, holding the Procuring Organization's interest's paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their corporate interests. Consultants must disclose to the Procuring Entity any actual or potential conflict that impacts its capacity to serve the best interest of the Procuring organization. Failure to disclose such situations shall be treated as a violation.

(ii). Proposals found to have a conflict of interest shall be rejected as nonresponsive. Without limitation on the generality of the preceding, a Consultant in this Procurement Process shall be considered to have a conflict of interest if the Consultant:

1. **Conflicting Association**:

   a. directly or indirectly controls, is controlled by or is under common control with another Consultant; or

   b) receives or has received any direct or indirect subsidy/ financial stake from another Consultant; or

   c) has the same correspondence address or same legal representative/ agent as another consultant for purposes of this proposal; or

   d) has a relationship with another Consultant, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Consultant or influence the decisions of the Procuring Entity regarding this Procurement Process; or

2. **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by the Procuring Entity to provide goods, works, or

services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the

preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation.

3. **Conflicting Assignments**: would (including its Experts and Sub-consultants) or any of its Affiliates) be or are providing consultancy services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.
4. **Commissions and Gratuities:** The Consultant shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of the resulting Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
5. Conflicting Relationships: has close business/ family relationships with staff of the Procuring organization who are/ would be directly/ indirectly involved in any of the following activities:

   a) preparation of the RFP document or TOR of the Procurement Process

   b) evaluation of Proposals or award of Contract, or

   c) implementation/ supervision of the resulting Contract.

14. Disclosure:

- Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
- failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. Anti-corruption Measure:

(i). Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

(ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, Anticompetitive practice, coercive practices, Obstructive practice and conflict of interest in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period. The definition of above Anti-corruption measure practices mentioned in GCC 1.10.1 of the agreement.

16. Language 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.

17. Cost of Bidding:

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

18. Legal Jurisdiction:

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

19. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery (timely issuance of drawings, handling of extension of times issue, revision of scheduled payments etc.) shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other Program me Management Engineer. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty. **.05% of total contract value per day subject to maximum 10% of the total contract value**. The amount will be deducted from the subsequent payment/ Performance security. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next 3 years from the date of this occurrence and notifications. In case of unapproved leave for any resource, the pro-rata amount of the leave period may be deducted from the invoice amount of the Authority Engineer. Such deduction shall be as per decision of the client.

However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. In case delay for reasons attributable to the contractor, the compensation to the consultant shall be adjusted from the Payments due to the contractor.

Denial Clause:

For delays due to Inexcusable reason attributable to consultant:

a. no increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and
b. Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in our remission of GST or on account of any other tax or duty which takes place after the expiry of the original delivery date.

20. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other people not officially concerned with the process, until the publication of the contract award. The undue use by any Authority Engineer of confidential information related to the process may result in rejection of its proposal and may be

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

21. Protection and Security of Personal Data:

1. Where the Consultant is processing Personal Data for the Procuring Entity (as part of Services), the Consultant shall:

a. Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity.

b) Comply with all applicable laws.

a) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body.

b) Implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data.

f) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub- consultant for the provision of the Services.

g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.

h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.

i) Ensure that none of the staff and agents publish or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.

j) Not disclose Personal Data to any third parties in any circumstances other than with

the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity.

2) Notify the Procuring Entity (within five Working Days) if it receives the.

a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or

b) a complaint or request relating to the Procuring Entity's obligations under the law.

3) The provision of this clause shall apply during the contract period and indefinitely after its expiry.

22. Amendment of the RFP Document:

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

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

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

24. Copyright, Patents and Other Proprietary Rights:

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

25. Replacement of Key Personnel:

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

replacement. The existing personnel shall continue to be deployed and function as required until such replacement is made available. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Authority Engineer must notify the Client at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the Client, the Authority Engineer shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Client shall not relieve the Authority Engineer from responsibility for failure to meet the requirements of the contract. Change in key professionals beyond the allowable limit of the contract may lead to implication of liquidated damage of 10% of the remuneration of those key personnel for specified duration mentioned in the financial bid.

Allowable change limit for key professional is **5 times (Five) for** the entire project duration of 27 months. Reasons for change in key professionals for reasons beyond the control of the Program me Management Authority Engineer are separate and are included in the agreement (General Conditions of Contract). Replacements of Key Personnel are not encouraged for the first 12 months.

In case of such a change, the Program me Management Authority Engineer shall ensure to provide replacement professionals of same of better qualification and experience subject to approval of client. Also, such replacements should be approved by clients to ensure similar qualification and experience.

26. Force Majeure:

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

27. Settlement of Dispute:

Amicable Settlement: In case any dispute arises between the parties regarding any matter under the contract, any party to the contract may send a written notice of dispute to the other parties. Parties receiving such notice of dispute will consider the notice and respond to it in writing within 30 days after the receipt. If notice receiving parties fails to respond within 30 days or the dispute cannot be settled amicably within 60 days following the response of the parties, the Civil court situated in Bhubaneswar in the District of khordha shall have the jurisdiction to decide upon any dispute or litigations between parties to the said agreement.

28. Disqualification of Proposal:

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

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

1. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
   - Any other condition / situation which holds the paramount interest of the Client

during the overall section process.

29. Liability:

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

30. Indemnity:

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

SECTION: 3

TERMS OFREFERENCE (ToR)

Terms of Reference (ToR)

1. Background

The Odisha Industrial Infrastructure Development Corporation (IDCO) was established in the year 1981 with the specific objective of creating infrastructure facilities in the identified Industrial Estate/Areas for rapid and orderly establishment and growth of Industries, trade and commerce. It has been declared as the Nodal Agency for providing industrial infrastructure in the State of Odisha.

IDCO is a statutory Corporation of Govt. of Odisha without having any equity capital investment by the Govt. establishment of Industrial Areas, Industrial Estates, Functional Industrial Estates, Growth Centers etc. at different strategic locations and to provide infrastructure therein are the prime functions of the Corporation. The infrastructure includes essential facilities such as roads, drains, power, water, streetlights amenities and social infrastructures such as banking, post office, telecommunication facilities, shopping complex etc. IDCO is the nodal agency of Government for providing land to large projects which can't come up in the Industrial Estate and Areas.

2. Objective:

Veer Surendra Sai University of Technology, formerly known as the University College of Engineering, Burla, is a state university located in Burla, Sambalpur, Odisha, India. Established in 1956, it is the oldest engineering college in Odisha.

VSSUT was initially founded as University College of Engineering (UCE), Burla, under the direction of the Government of Odisha, as the first engineering college of the state, in 1956. The primary purpose of the college was to supplement white collar workers, in the form of electrical, civil, and mechanical engineers, to the nearby Hira Kund Dam project. The foundation for the college was laid by the first Prime Minister of the country, Jawaharlal Nehru.

To accommodate the growing needs of the campus a Master plan of national level standards is proposed. The proposal would incorporate the existing infrastructure with provision for future expansion to meet the requirements of 10000 students that are expected in this institution in the coming years. Keeping the next 20 years in mind the aim is to create a huge impact while keeping the footprint, (carbon footprint) to a

minimum. The new buildings will cater to additional streams of courses in a phase wise manner with keen emphasis on energy efficiency and ecologically sensitivity.

. The Proposed development consists of the following major infrastructures and works-

i. Deptt. Of Mechanical Science Block (G+5)- 16229 Sq. Mtr.
ii. Classroom Block-1 (G+4) – 20,145 Sq. Mtr
iii. Classroom Block-2 (G+4) -14,625 Sq. Mtr
iv. Laboratory Block (G+4)- 9,898 Sq. Mtr
v. Boys' Hostel + Mess (G+8)- 53,166 Sq. Mtr
vi. Girls' Hostel (G+8)- 18,612 Sq. Mtr
vii. Mess for Girls Hostel (G+1)- 2,346 Sq. Mtr
viii. Amenity Block (G+2)- 1,237 Sq. Mtr
ix. Sewerage Treatment Plant Room (290 sqm-Hostels & 130 Sqm- academic)- 420 Sq. Mtr
x. Electrical Sub Station (600 sqm- hostel & 1500 sqm Academic including HVAC plant room)- 2100 Sq. Mtr
xi. Under Ground Water Tank Plant Room (290 sqm- Hostels & 160 sqm- academic)- 450 Sq. Mtr.
xii. Dismantling of Post Office Building
xiii. Dismantling of Temporary shed building
xiv. Dismantling of existing boundary wall
xv. Deforestation & site development

The work shall be executed in a Turnkey Contract, where the contractor assumes single responsibility for on time project delivery, to a specified performance level inclusive of the design and construction of the project components, in return for a payment on a fixed price. The Turnkey contractor for work has been engaged by IDCO and the Project Implementation period (Construction period of **27 Months)**

In order to supervise and monitor the project in an efficient way and in line with the best practices prevalent in the industry, IDCO is inviting agencies to apply as Authority Engineer for the project. The selected Authority Engineer shall be responsible for fulfilling services as per the scope of work outlined in this RFP document for the project, as instructed by the Authority.

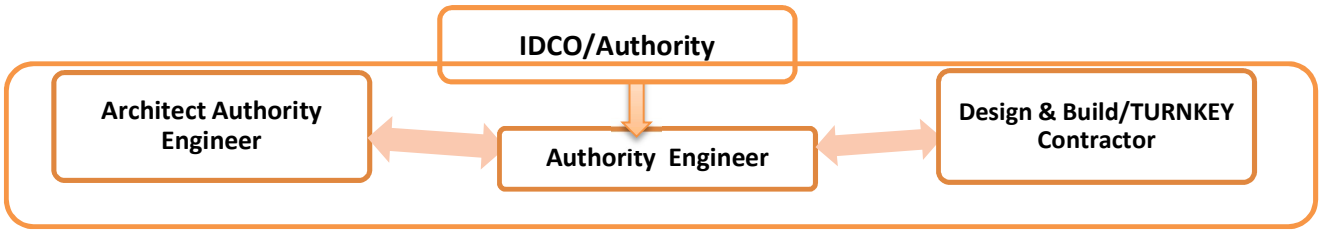
The objective of hiring an agency as Authority Engineer is to ensure smooth and streamlined supervision and monitoring, efficient construction management, efficient contract management, meeting of appropriate quality and adequate safety standards etc. The detailed scope of work to achieve the objective is mentioned as mentioned below.

3. SCOPE OF SERVICES

a) Role and responsibility of Officers of the Authority

The Officer in charge of the Authority is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority Engineer is appointed to carry out the functions as detailed according to the TURNKEY Agreement and assistance to Authority if required at any point of time during the contract period. As such, an Officer of the Authority is vested with all such powers and responsibilities as are enjoyed upon the Authority Engineer and is fully competent to issue any instructions for proper monitoring and supervision of the project, either by himself or through the Authority Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, S/he shall endorse a copy thereof to the Authority Engineer.

b) ***Model Structure for Authority Engineer Interface:***



c) Detailed Scope of Work:

i. AUTHORITY ENGINEER Shall plan, coordinate, and execute the activities leading to the construction of buildings and campus developments on site. All the activities till the completion of buildings & their handing over Shall be taken care of by AUTHORITY ENGINEER. All functions, other than those assigned to the Architect as per scope of work, required for developing the total infrastructure till handing over of the completed buildings and other infrastructure of the campus, shall have to be performed by the AUTHORITY ENGINEER.

ii. AUTHORITY ENGINEER Shall review, study and analyze the briefs, designs, concepts, preliminary & detailed designs, estimates, etc. and get the work executed as per specifications & requirements approved, by following applicable CPWD /Govt. procedures.

iii. AUTHORITY ENGINEER Shall coordinate with the TURNKEY Contractor for timely execution/completion of the project based on functional requirement of IDCO. In addition to this, AUTHORITY ENGINEER shall also ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance

with its provisions.

iv. The AUTHORITY ENGINEER Shall supervise the construction work to ensure adherence to the drawings, prescribe high standards of quality and timely completion of the project and verify and certify the Building Contractor's bills to IDCO for payment.

v. AUTHORITY ENGINEER Shall make all engineering decisions in consultation with IDCO including necessary correspondence with architects, TURNKEY Contractors etc. required for the successful and timely implementation of the Project after consulting with IDCO.

vi. AUTHORITY ENGINEER Shall ensure adherence to relevant CPWD/IS/BIS specifications codes, CVC guidelines, environment and other regulatory requirements and shall also ensure observance of all formalities/ DOCUMENT/ day to day as directed by IDCO from time to time.

vii. IDCO may, at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the AUTHORITY ENGINEER Shall render due assistance in discharge of their duties.

viii. The construction work is open to technical/quality audit/ financial audit by any authorized Government agency to which the AUTHORITY ENGINEER Shall render assistance in discharge of their duties.

ix. AUTHORITY ENGINEER shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on-site quality checks. The AUTHORITY ENGINEER shall ensure third party tests of materials and any equipment (preferably from a Government Institute like IIT/NIT/NABL Accredited Lab etc.), if required as per the provisions given in Works Contracts.

x. The project shall be headed by sufficiently senior and competent people who have relevant experience and of impeccable integrity. The AUTHORITY ENGINEER shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the AUTHORITY ENGINEER and **mutually agreed upon after award of work**. This schedule shall be prepared in a manner that all the functions required to be performed by the AUTHORITY ENGINEER as per the scope of their work are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary based on joint assessment of the site requirements by the IDCO and the AUTHORITY ENGINEER. The Project Head and other officials assisting Project Head shall not be changed during the implementation of the project except with concurrence of IDCO.

xi. AUTHORITY ENGINEER shall execute the project in a time bound manner and hand over the building / other works complete in all respect certified by IDCO within the time limit stipulated in the contract agreement of "TURNKEY Contractor(s)". AUTHORITY

ENGINEER shall ensure that no time and cost overrun occurs. AUTHORITY ENGINEER shall provide Construction Management Services from the start of construction and handing over of the project to the IDCO for use. It shall also be the responsibility of the AUTHORITY ENGINEER to liaise and coordinate with various agencies for smooth execution of the project.

d) ***Responsibilities of Authority Engineer for construction shall, inter-alia, be as under:***

i. Prepare detailed coordinated construction schedule.
ii. To ensure that the construction drawings are finalized after coordination with other disciples and all agencies to have clear demarcated responsibility.
iii. Check and finalize TURNKEY Contractor's detailed programme of activities commensurate with the RFP provisions.
iv. Check and approve all TURNKEY Contractors, sub-contractors, and agencies through IDCO for carrying out the works.
v. To approve the Contractor's key superintendent personnel, construction mobilization programs, temporary land to be occupied by the Contractor.
vi. Day-to-day supervision of work at the project Site as well in the Contractors Casting Yard to ensure proper quality, workmanship and timely completion of the work by employing adequate number & level of engineers & supervisory staffs as per sound engineering.
vii. Daily site Diary and Progress Report – record of workmen and site staff, plant & equipment, materials, works done and any other relevant records.
viii. Checking the fabrication drawings, bar-bending schedules, and all other architectural/Structural details during construction and same shall be approved by Authority Engineer/ IDCO.
ix. Conduct site meetings & coordination meetings with all agencies for timely completion of the project.
x. Authority Engineer/ IDCO shall approve materials and sources of materials, review all concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality, at the commencement of item.
xi. Carry out quality assurance checks & adhere to maintain quality reports.
xii. Authority Engineer/ IDCO shall Approve mix designs of bituminous mix, concrete mix, design for supporting platform for pile load testing, design for staging structure and other work specifications.
xiii. To make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies to be specified in the Contract details.
xiv. To issue interim certificates for monthly payments to the contractors and specify completion

of parts of the totality of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate. The Authority Engineer's Representative will be responsible for ensuring that all measurements are taken as per specifications and drawings for the works and are

recorded in presence of the representative of contractor and are countersigned by him. All measurements (100%) will be taken by the Authority Engineer.

xv. In processing contractual payments, the Authority Engineer will certify that they have checked at least 100% of the measurements and quality control tests. **The Resident-cum-Senior Structural Engineer shall intimate t**he details of these check tests to the Authority before undertaking them, so that the Authority or his officers could associate, if they wish to do so at least 10% of the work. The Authority Engineer or any of its experts concerned shall do the repeat tests or measurements, if directed by the Authority of the construction stage, in the presence of any of his representatives. In case of any conflict the Authority Engineer may do the test recheck in the presence of the Authority's representative. In the event of such conflict the payment shall be released to the contractor 80% of the disputed amount as certified by the Authority engineer and then instruct the Authority Engineer to respond to the discrepancies within 14 days. Any discrepancy found will be settled in the following interim payment certificates.

xvi. Provide effective coordination between various agencies working at the site and the TURNKEY Contractor to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.

xvii. Responsible for getting the project work executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to IDCO for approval.

xviii. Rendering timely advice for implementing special measures for affecting cost/quality/time benefit for the project.

xix. Interact & Liaise with IDCO to understand, integrate and link the services to the building services.

xx. Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. & obtain approval thereof from IDCO. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, AUTHORITY ENGINEER shall submit revised detailed estimates along with justification for effected items of work for approval from IDCO.

xxi. Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors/TURNKEY Contractors.

xxii. To issue a working drawing or modify the existing drawing (preferably within 15 days on

request of the contractor) or to supply a new /Supplementary drawing which is not included in the contract, wherever required and to give instructions thereof in this connection to the contractor.

xxiii. Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's factory as per provision in the Contract.

xxiv. Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site. Authority Engineer shall review the independent safety Audit and incorporate feasible minor modifications in final drawings/BOQ.

xxv. Checking and Certification of TURNKEY Contractor's running, and final bills of the works executed for the purpose of payment to be released to the construction agencies.

xxvi. To reply and settle the observations/objections/ paras (if any) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government.

xxvii. Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the IDCO in taking over of various parts of works and of various systems.

xxviii. Generate and submit to the IDCO time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at IDCO site, hindrances if any, IDCO records of daily labor deployed etc. shall be maintained.

xxix. AUTHORITY ENGINEER shall be fully responsible for dealing with the Arbitration cases, if any, for contracts entered between IDCO and various agencies. AUTHORITY ENGINEER Shall prepare claims/ counter claims, attend hearings and provide all necessary assistance to IDCO till final settlement of disputes which shall be governed by following Arbitration & Conciliation Act 1996.

xxx. To sign Request for Inspection.

e) ***Architectural & Other Details***

The AUTHORITY ENGINEER Shall ensure that all design, drawings, details, specifications including those of Architect / TURNKEY Contractor are sufficient for execution of the Project. Review of design and good for construction drawings prepared by the Contractor and preparation of evaluation report of the design work. Authority Engineer/ IDCO shall approve the design and drawings of the contractor for submission to the Authority. In case any drawings, details etc. are lacking in the opinion of the Authority Engineer, the same shall be intimated to the Authority in writing. The Authority Engineer may also liaise with the Architect/ TURNKEY Contractor for providing / making good the deficiencies to avoid any delay with the project, keeping the client informed of such liaison with the Architect/TURNKEY Contractor, for which,

AUTHORITY ENGINEER Shall act as below:

(i) Project Management:

a) Conduct 'Kick-off' project meetings to facilitate total project review.
b) Prepare Work – Break down Schedule for the project based on financial model and time.
c) Prepare systems for Cost Controlling & Time Management.
d) Prepare a Building Information Modelling (BIM) execution plan in close collaboration with the IDCO and contractors describing the roles and responsibilities of all parties involved.
e) Prepare BIM responsibility matrix to outline the specific elements and level of Development that Shall be represented in the model.
f) Prepare master project schedule & project execution plan and present the same for approval to IDCO. Identify Critical Path Activities and establish sign off dates for key activities.
g) Establish key project risks, bottlenecks and set plans to mitigate them.
h) Co-ordination with the Architect and IDCO design team for Architectural drawings in terms of clarification, modification if required due to site conditions. Also, co-ordination with respect to utilities & services, interior and landscape works for smooth and efficient functioning of the project.
i) Work should be executed based on Authority's conceptual guidelines and approved architectural designs.
j) Ensuring all the requirements / activities for incorporation of green features in the design itself in a cost-effective manner so as to remain within the overall cost budget. Also, ensure that all the documentation as required by the GRIHA is properly prepared. Further, ensuring Implementation & compliance of the norms/rules during execution of job by various contractors for the project as indicated by GRIHA is sole responsibility of the Authority Engineer.
k) Ensure that applications for statutory approvals and consents etc. are submitted in accordance with programs and bringing it to the notice of the Authority for any potential delays.
l) Provide Value Engineering service that Shall result in economical and quality product.

(ii) Proof Checking MEP Services:

Authority Engineer will provide proof checking of MEP Services. However, final approval on MEP shall be from IDCO.

(iii) Proof Checking of Structural Designs:

The Turnkey Contractor must get the structural design of buildings / structures proof checked by any National Institute of Repute/ Odisha State Institute of Repute as per their contract conditions. The AUTHORITY ENGINEER Shall ensure compliance of the proof checking.

(iv) Proof checking of Utilities & Services (wherever required) –

The utilities & services shall include and not limited to:

a) HVAC Works

b) Electrical Works
c) Plumbing, Water supply and Sewage Treatment Plant
d) Road
e) Fire Detection & Fire Fighting Works
f) Security System / Access Control
g) Audio Visual System
h) Solar Water Heating System & Solar Energy Utilization
i) Telephone System
j) Voice & Data communication system
k) Rainwater Harvesting
l) Landscape Work
m) UPS, Back-up Power Source and Intelligent Lighting System, etc.

The AUTHORITY ENGINEER Shall ensure compliance of the proof checking in co-ordination with IDCO team and the Architect.

f) Activity to be ensured at Construction Stage:

(i) Construction:

(a) Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the IDCO.
(b) Attend periodic meetings to review the progress of the project works in terms of various buildings and services. Such meetings shall be held with the Architects, TURNKEY Contractors, Authority and Sub-Authority Engineers (if any).
(c) Review and monitor the TURNKEY Contractor's quality control and quality assurance procedure as per TURNKEY Agreement and ensure 100% of quality control in test checking.
(d) Manage and inspect on site activities / day-to-day supervision of works under execution to achieve high quality construction and installation in accordance with drawings and specifications; construction and installations are as per design intent and as per approved method statement; right sequence of construction is followed.
(e) Construction is as per timelines; material delivery schedules are as per project time lines.
(f) Provide the Authority and the Architect with necessary data required for expeditious decision making.
(g) Furnish Financial & Physical progress reports as required by IDCO based on predetermined formats & time schedules.
(h) Checking the bill of the quantities prepared & submitted by the TURNKEY Contractor including cost estimates.
(i) Any other activity that is deemed necessary for the project execution & completion but not included in the above-mentioned list shall form the part of scope of work of the AUTHORITY

ENGINEER and the decision of IDCO shall be final in this regard.

(ii) Cost Management:

(a) Prepare and maintain project master cash flow in a format acceptable to the employee. Cash flow should identify budget estimates for all outstanding work.
(b) Update cost estimates each year or at quarterly completion (25 percent, 50 percent, 75 percent and 100 percent) of the project whichever takes place early.
(c) Establish a design control system to identify changes, so that timely action may be taken to remain within budget.
(d) Obtain authorization of Authority for variations in design when agreed limit of authority is exceeded.
(e) Scrutinize and check applicability of extra items, substituted items, deductions, reductions etc. which have cost implications and take prior approval of the Authority in authorizing such changes in works. To assist Superintending Engineer in finalizing supplementary items and variation in works.
(f) Scrutinize construction bill, prepare regular valuations and payment certificates of TURNKEY Contractors' / Vendors bills for payment in accordance with the contract, after ensuring deductions of statutory taxes.
(g) Submit to Authority periodical statement of costs incurred at various stages of work and provide to Authority deviation statement of costs compared to budgeted costs for various stages against cash flow.

(iii) Safety Programs:

(a) Have adequate safety supervision in place to ensure that safety programmes set up by the TURNKEY Contractors/agencies are following prevalent laws and regulations.
(b) Review safety programs developed by each of the trade TURNKEY Contractors, prepare and submit a comprehensive safety program.
(c) Monitor day-to-day implementation of safety procedures.

(iv) Labor Regulations Compliance:

(a) Co-ordinate TURNKEY Contractors' compliance with requirement of Labor Laws, Welfare measures as per the law of land.
(b) Co-ordinate with TURNKEY Contractors' execution of works including off-site movement of materials to ensure that there is minimal disruption in the neighborhood.

g) Activity to be ensured Post Construction Stage:

During this phase, the activities are likely to be as under:

i. Settlement of all accounts of the TURNKEY Contractor.

ii. Witness testing & commissioning of all utilities and certify the same.

iii. Provide project completion report which shall contain all technical, functional and financial information of the project.

iv. Co-ordinate with vendors/ TURNKEY Contractors and arrange for user operation & maintenance manuals and training client's representatives. All warranties and guarantees on equipment/fixtures etc. procured by the TURNKEY Contractors shall be in the name of IDCO. For specialized works like lifts, HVAC, escalators, DG sets, power substations, fire-fighting, solar system, transformer etc. a suitable operation and maintenance provision be made by AUTHORITY ENGINEER with the stipulation that after handing over these works, IDCO may enter into a supplementary agreement for operation and maintenance with the TURNKEY Contractors on same terms and conditions.

v. Provide all Document / reports / statements of facts / counter statement of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings as and when required by the IDCO and providing necessary support as may be required by the IDCO from time to time.

vi. Any other activity that is deemed necessary for the project execution & completion but not included in the above-mentioned list shall form the part of scope of work of the AUTHORITY ENGINEER and the decision of IDCO shall be final in this regard.

h) Authority Engineer in Operation and Maintenance Period:

i. The Authority Engineer shall aid and advise the Contractor in the preparation of its monthly Maintenance Programme and for this purpose carry out a joint monthly inspection with Contractor. The Authority Engineer shall undertake regular inspections, at least once every month to evaluate compliance with the Maintenance Requirements and submit a Maintenance Inspection Report to the Authority and the Contractor.

ii. The Authority Engineer shall specify the tests, if any, that the Contractor shall carry out, or cause to be carried out, for the purpose of determining that the Project Highway is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and remedial measures, if any, taken by the Contractor in this behalf. In respect of any defect or deficiency, the Authority Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

iii. The Authority Engineer shall examine the request of the Contractor for closure of any lane (s) of the Project Highway for undertakings maintenance/repair thereof, and shall grant permission with such modifications, as it may deem necessary, within 5 (five) days of receiving a request from the Contractor. Upon expiry of the permitted period of closure, the

Authority Engineer shall monitor the reopening of such lane (s), and in case of delay, determine the Damages payable by the Contractor to the Authority under applicable Clauses of TURNKEY Agreement. The utilization and functioning of entire utility corridor are likely to be effective in an incremental manner.

The AE shall assess the requirements of its own role in O&M and submit the proposal during the last quarter of construction completion for review and acceptance by the authority prior to its commencement of service.

i) Authority Engineer in Defect Liability Period:

The AE will Supervise the quality of works, materials and workmanship related to the Contractor's defects removal works and it will inspect the removal of defective works by the Contractor. Documentation of the warranty issues related to the implemented works. Issuing notifications and instructions to the Contractor during DLP. It will Solve the disputes related to the defect's removal issues.

Assist the Authority by providing advice in the event of any disputes on claims (by Works Contractor) or penalties (imposed by the Authority) with the Works Contractor during the DLP. Submit a quarterly report to the Authority, summarizing all actions undertaken, ad-hoc report if required and a final report (the last quarterly report replaced by the final report) in the DLP.

j) Other Responsibilities of AUTHORITY ENGINEER:

i. Settlement of all accounts of the TURNKEY Contractor including reconciliation of materials supplied to the TURNKEY Contractors, if any.
ii. Preparation of Final Report, which shall contain technical & financial information on the project.
iii. Records related to the PROJECT & maintained by AUTHORITY ENGINEER during PROJECT execution shall be handed over to the IDCO on completion of the PROJECT.
iv. AUTHORITY ENGINEER Shall ensure all possible mandatory tests at site.
v. Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (if any).
vi. AUTHORITY ENGINEER shall prepare draft replies and get it vetted from IDCO in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
vii. AUTHORITY ENGINEER shall hand over the campus complete in all respect, free from all encumbrances including the vacation of temporary structures, etc. at site, if any to the IDCO.
viii. AUTHORITY ENGINEER shall maintain all registers/records during execution of works.

k) ***Obligation of IDCO:***

(i) The IDCO shall designate in writing a representative or representatives authorized to act

on its behalf with respect to the project. This designated representative shall interact with AUTHORITY ENGINEER on all matters.

(ii) IDCO shall hand over the site to AUTHORITY ENGINEER for execution of the work.

l) ***Deployment of Authority Engineer's Personnel:***

IDCO shall instruct the Authority Engineer to empanel personnel in advance, for the AUTHORITY ENGINEERs as it may be necessary as per the implementation plans of projects. The Authority Engineer shall submit CVs of personnel proposed to be deployed within 15 (Fifteen) days of written intimation issued by IDCO. The qualifications and experience of personnel shall conform to the qualifications and experience set out in table below**.**

IDCO may conduct interviews with each personnel at IDCO Tower Bhubaneswar. All the cost related to the interview shall be borne by the Authority Engineer. If the personnel are found suitable, a written approval shall be issued by IDCO. If any personnel are not found suitable, IDCO shall request the Authority Engineer to submit other CVs, and the same procedure of approval shall follow.

The personnel approved by IDCO shall be deployed by the Authority Engineer within 15 (Fifteen) days of written intimation issued by IDCO.

m) Key Personnel:

Deployment of key personnel is mentioned in the table below:

SN	Item Description	Quantity	Anticipated Units (Man month) during Construction period	Qualification	Experience
01	Team Lead Cum Project Management Expert	01	27 Month	a. BE(Civil) + (MBA / MTech/PGDCM/Project Management. b. It is desirable that his experience should also include international/ National assignments of at least 2 years having handled Turnkey/Item rate/ TURNKEY/ BOT	Minimum 12 years' experience as a team Lead cum Project Management Expert in multistore building construction/ Major infrastructure projects etc / supervision out of which he should have worked as

				contracts of similar or large size and complexity. Authority Engineers are required to elaborate international/national experience by indicating the country, project that they consider as similar experience. He should handle as Senior Structural Engineer or in Similar Capacity at least two Construction Supervision work of major buildings/structural projects of high-rise buildings consisting of more than Rs 100.00 Crore or at least 10000 Sqm of each project (minimum one on TURNKEY/Turnkey format) comprising of composite construction of civil, EI, PH etc.	Team lead cum Project Management expert for minimum 7 year on supervision/ Construction of Building project only.
2	Senior Structural Engineer	1	21 Month	a. Qualification: Graduate in Civil Engineering and Post Graduation in Structural Engineering b. It is desirable that his experience should also include international/ National assignments of at least 2 years having handled Turnkey/Item rate/ TURNKEY/ BOT contracts of similar or large size	Minimum 10 years' experience in multistore building construction/ Related Civil Infra Projects / supervision out of which he should have worked as senior Structural Engineer for minimum 5 year on

				and complexity. Authority Engineers are required to elaborate international/national experience by indicating the country, project that they consider as similar experience. He should handle as Senior Structural Engineer or in Similar Capacity at least One Construction Supervision work of major buildings/structural projects of high-rise buildings consisting of more than Rs 100.00 Crore or at least 10000 Sqm of each project (minimum one on TURNKEY/Turnkey format) comprising of composite construction of civil, EI, PH etc.	supervision/ Construction of Building
3	Material cum Quality Control Engineer	1	27 Month	a. Qualification: Graduate in Civil Engineering and Post Graduation in Geotechnical Engineering/Soil Mechanics/ Foundation engineering. b. He should have handled at least one similar high-rise/ multistorey buildings costing not less than Rs 100.00 Cr. as Material Engineer/ eo-technical. Engineer. The candidate must be familiar with material properties of building construction materials, technical specifications and procedures of material tests and testing equipment. He should have experience as material Engineer in any developing countries.	Minimum 10 years' experience in multistorey building construction/ Civil infrastructure projects etc / supervision out of which he should have worked for at least 5 years as Material Engineer/ Geo-technical Engineer on building/bridge construction projects/Construction Supervision

					projects or on related works of similar projects
4	Electrical Engineer	1	27 Month	He should be a Graduate Engineer in Electrical Engineering and having 10 years professional experience in Planning, supervising, managing the electrical installations of similar nature of projects of relevant part of the contract, handling the contractors and guiding the Team Lead and the client in all aspects of successful implementation of Electrical and Fire Fighting installation in tall building projects. He will have to scrutinize and certify measurements and work bills relating to Electrical and Fire Fighting Works.	Minimum 10 years of related experience in multistorey building construction / supervision.
5	MEP Engineer	1	18 Month	a. Qualification: Graduation in Mechanical / Electrical Engineering. b. experience in Planning, supervising, managing the MEP installations. of similar nature of projects of relevant part of the contract, handling the contractors and guiding the Team Lead and the client in all aspects of successful implementation of Mechanical, Electrical and Plumbing installations in tall building	Minimum 10 years' experience in multistorey building construction / supervision

				projects. He will have to scrutinize and certify. measurements and work bills relating to MEP.	
6	Safety Engineer	1	27 Month	. a. Qualification: Graduation in Engineering. And postgraduate from a recognized / Statutory body in Health, Safety and Environment is preferable. b. Experience in safety control of project & NOC related activities of multistorey buildings etc.	Minimum 7 years' experience as safety engineer in building construction / supervision
7	HVAC Engineer	1	12 Month	Graduate in Electrical/ Mechanical Engineering having experience in installations, maintains heating, ventilation and air conditioning systems, ensuring energy efficiency and compliance with budding codes.	Minimum 5 years' relevant experience as HVAC engineer in building construction / supervision etc.
8	Super vision Engineer (Civil)	2	54 Month	a. Qualification: Graduation in Civil Engineering b. Experience of multistorey buildings construction / supervision etc.	Minimum 7 years' experience of building supervision checking layout of tall building structure, supervision and quality checking of building works, measurement of works executed in respect of similar buildings.
9	Supervision engineer	1	27 Month	a. Qualification: Graduation in Electrical Engineering b. Experience of multistorey	Minimum 7 years' experience of building supervision.

	(Electrical-1 No)			buildings electrical supervision electrical works.	Experience of Fire Fighting, air handling, air conditioning and telecommunication works will be preferred.
10	BIM Engineer	1	27 Month	Qualification: Graduation in engineering + Certification in BIM tool. b. Experience of BIM in at least 2 multistorey Building projects c. Expertise in implementation & training of different levels of BIM.	Minimum 5-year relevant experience.
	Total	11 Nos			

1. The above number of manpower requirement is indicative. (based on current Scope & timeline of TURNKEY project). However, the number can be increased/ reduced based on requirement & approval from competent authority. Agency shall deploy such manpower as per the same terms & conditions of the contract. In case the TURNKEY project extends beyond the scheduled completion time, the contract period of the AE also increased without price escalation. Payment to the Authority engineer shall be made on a deliverable basis. If required, the Authority Engineer may deploy additional manpower during the agreement period. No Work Should be gotten delayed due to Non availability of Manpower.

n) Replacement:

~~(i)~~ Should it become necessary due to unavoidable circumstances to replace personnel of the team specified by name the Authority Engineer would forthwith provide a replacement acceptable to the IDCO with comparable or better qualifications and an interview shall be conducted by IDCO at IDCO Tower Bhubaneswar with no extra cost with that replaced personal. The staff shall only be engaged after approval of IDCO. In the event that the person replaced is, at the time of replacement, in the field, the Authority Engineer shall bear the travel and other related costs arising out of or incidental to the replacement.

(ii) In the event that any of the personnel is found by the IDCO to be incompetent, or guilty of misbehavior 'or incapable of discharging the assigned responsibilities satisfactorily, the IDCO may instruct by giving a notice of 7 (Seven) days to the Authority Engineer, at the expense of the Authority Engineer, to forthwith provide a replacement with suitable

qualifications and
experience acceptable to the IDCO.

(iii) The decision of IDCO in such event shall be final and binding on the Authority Engineer.

o) Deployment Schedule:

The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by IDCO in consultation with the Authority Engineer, as may be appropriate for efficient performance of services provided. The Authority Engineer shall make adjustment, effective in the deployment schedule, without delay.

p) Office Setup:

(i) Authority Engineer shall set up his own office near the project sites along with electricity and water supply at his own cost.

(ii) The Authority Engineer should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.

(iii) The Authority Engineer, at its own cost procure install, operate, maintain office equipment such as computers, printers & scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.

(iv) The Authority Engineer shall procure latest versions of licensed Software including Windows, Auto Cad Civil, and Microsoft Office, Primavera/MS projects, etc. and antivirus software for the project period.

(v) The Authority Engineer shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.

(vi) The Authority Engineer shall operate and maintain at its own cost necessary number of vehicles for the use of its members during the project period.

q) Contract Period:

The validity of the contract shall be 27 Months construction period or until the date of completion of TURNKEY Construction, whichever is later from the date of effectiveness of the contract and shall be extended on mutual consent.

If at any stage, the Project has been delayed by the acts of funding Authorities resulting in any extension of time for the project, nothing extra shall be payable to the consultant. However, suitable extension of time for completion of work shall be granted accordingly. In case of delay for reasons attributable to the contractor, the compensation to the consultant shall be adjusted from the payments due to the contractor.

r) Monthly Progress Report

AUTHORITY ENGINEER shall also apprise the IDCO of the progress and/or activities of the project on monthly basis as deemed fit by IDCO by preparing and submitting monitoring reports. The AUTHORITY ENGINEER shall submit the Monthly Progress Report for the preceding month within 5th of every corresponding month. The report should include the following:

Name of Project, IDCO, Authority Engineer, Architect and TURNKEY Contractor.

Scope of Works of TURNKEY Contractor

Date of Commencement/ Date of Completion: Scheduled &Actual

Major Issues and Decisions Pending including Drawings Constraints (if any), Site constraints (if any), Equipment Constraints (if any)

Status of Progress of Work: Cash Flow Chart, & Bar Chart.

Areas of Concern

List of Registers Maintained by AUTHORITY ENGINEER

Labor Deployment Chart.

List of Equipment Mobilized at Site

Materials/Personnel at Site

Status of Payment to TURNKEY Contractor

Quality of Material / Tests

Cost Split Up of the Package

Photographs of the Site

Site Order Book

Visitor's Site Inspection

Ensure all statutory inspections and checks.

Any other important items as deemed fit.

The parameters or structure of the report may be modified from time to time in discussion with the client.

s) Meetings

The Authority Engineer Shall co-ordinate for a review meeting every 10th day of every month

or as required along with TURNKEY Contractor and IDCO. A committee shall be formed for each package. The committee Shall consist of member details like CGM (P&C) CGM (Civil), GM (E), DGM (A), SE(Civil), , Design Authority Engineer, Authority Engineer etc.

t) Dispute Resolution

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

u) Determination of Costs and Time

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

v) Recommendation for Payments:

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

The Authority Engineer shall appoint its authorized representative, who shall make

recommendations on behalf of it, to the Engineer. The Authority Engineer shall take prior approval of Engineer before issuing any document to the Contractor. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

1. DELIVERABLES

The Authority Engineer shall submit the following deliverables as a part of their engagement with the IDCO Ltd.:

I. For Project Supervision Services:

1. Monthly Progress Report (as mentioned in the Scope of Work above) to be submitted by the 7th calendar day after the end of month- 4 Copies.
2. Quarterly Progress Report (as mentioned in the Scope of Work above) to be submitted by the 7th calendar day after the end of quarter (April-June, July-Sep, Oct-Dec & Jan-March)- 4 Copies
3. Final Completion Report with CD- 4 Copies.

Please note that the above reports should comply with all requirements mentioned in Scope of Work of this RFP document.

2. MEETINGS

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

3. REPORTING

a. The Authority Engineer Shall work closely with the Authority. The Authority shall establish a Contract Monitoring Committee (the "CMC") to enable conduct of this assignment. CMC Shall play a coordinating role in dissemination of the Authority Engineer's outputs, facilitating discussions, and ensuring required reactions and responses to the Authority Engineer.

b. The CMC shall be responsible for monitoring the progress of the assignment, to oversee that the assignment is carried out as per the contract, to assess the quality of the deliverables, to accept/reject any art of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services is found

inferior and for any such deficiency related to the completion of the assignment. Monitoring the progress of assignment entails following activities:

- Issuing the notice to proceed.
- Review of the inception phase.
- Deciding on possible modifications to scope of work and issuing contract variations.
- Monitoring progress of assignment, monitoring that key experts are actually employed, reports and their review including review of draft final report and the final report to ensure that assignment (whether time- based or Lump-sum) is completed in accordance with the contract.
- Billing, payment and monitoring the expenditure vis-vis progress;
- Resolving problems faced by Authority Engineers/service providers and dealing with disputes and arbitration;
- Terminating services prior to the end of the contract.
- Release of final payment and guarantees (if any) and closing the contract;
- Post contract evaluation.

c. The Authority Engineer Shall prepare issue papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
d. The Authority Engineer is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding or any other matters regarding work scope and related issues; and so on. The Authority Engineers' work on the Scope of Work tasks should continue while the report is under consideration and is being discussed.
e. Regular communication with the CMC and in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
f. Assist the Authority in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project.

4. PAYMENT TERM FOR AUTHORITY ENGINEER:

The cost shall be inclusive of all statutory government taxes and duties (if any) as applicable but excluding GST. GST, at the prevalent rate shall be paid extra as applicable.

The Authority Engineer is required to raise invoices for every payment milestone along with deliverables / copies of approval for deliverables already submitted to the Authority. The Authority, after necessary certification of the invoices, shall make payment to the agency. TDS shall be deducted by client as per statutory requirement and certificate for the same

would be issued. No additional payment shall be claimed by the Authority engineer even if the TURNKEY work extends beyond the project period.

The Payment shall be made as per Schedule as mentioned below which is linked to the TURNKEY Contractor's quantum of Work:

Stages	Milestone	Milestone Payment of Service Charges to AE	Cumulative % Payment of Service Charges to AE
1	20% completion of work and certification of RA bill of the contractor by the Authority Engineer.	10%	10%
2	30% completion of work and certification of RA bill of the contractor by Authority Engineer.	10%	20%
3	40% completion of work and certification of RA bill of the contractor by Authority Engineer.	10%	30%
4	50% completion of work and certification of RA bill of the contractor by Authority Engineer.	7.5%	37.5%
5	60% completion of work and certification of RA bill of the contractor by Authority Engineer.	7.5%	45%
6	70% completion of work and certification of RA bill of the contractor by Authority Engineer.	10%	55%
7	80% completion of work and certification of RA bill of the contractor by Authority Engineer.	15%	70%
8	90% completion of work and certification of RA bill of the contractor by Authority Engineer.	15%	85%
9	100% completion including all clearances and approvals including occupancy certificates	15%	100%

2. Authority Engineer shall be eligible for getting the payment after performing the works as per his scope mentioned in the ToR and as per schedule as mentioned above.
3. No price escalation during the contract period, even if the TURNKEY project gets extended. Authority engineer shall mobilize the manpower as per Site requirement. No Work Should be gotten delayed due to Non availability of Manpower.

4. The Authority Engineer agrees to pay all personnel in time in accordance with the agreed terms, regardless of whether payment has been received from the client. Timely Payments to personnel shall be made, irrespective of any delay or non-payment from the client.

5. If at any stage, the Project has been delayed by the acts of funding Authorities resulting in any extension of time for the project, nothing extra shall be payable to the consultant. However, suitable extension of time for completion of work shall be granted accordingly.

6. If the Work is Stopped due to some force majeure condition, default of the Authority or contractor exceeding a period 15 days, Authority engineer, may disengage his manpower and shall re engage once work will start.

7. In case of delay in completion of Services due to non-disposal of the services required by the Authority Engineer i.e. : timely issuance of drawings, handling of extension of times issues, revision of schedule of payments, if any shall lead to imposition of liquidated damages not exceeding an amount equal to 0.05% (zero point zero five percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable

   Extension of time shall be granted. In case of delay for reasons attributable to the contractor, the compensation to the consultant shall be adjusted from the payments due to the contractor.
8. No claim for additional fees on account of any price variation/ Escalation on whatsoever ground shall be entertained at any stage of works.
9. No charges whatsoever against stationary, conveyance, furniture etc. shall be claimed by the Authority Engineer. The fee of the Authority Engineer includes all taxes Labor cess etc & even are inclusive of all above such incidentals but excluding GST.

5. ACTION REQUIRING SPECIFIC APPROVAL OF THE AUTHORITY

The Authority Engineer Shall be required to obtain the specific approval of the Authority in the matters as specified in construction Contract Agreement

1. Consultation with the Authority, where required, shall be adequate and visible. In certain specified responsibilities, listed below, the Engineer is obliged to obtain prior permission and specific approval of the Authority before taking appropriate decisions.

   (a) Issuing notice to commence the work.

   (b) Consenting to subletting any part of the Works.

   (c) Certifying additional cost on account of unforeseen physical obstructions and conditions

   (d) Determining any extension of Contract time.

   (e) Ordering suspension of work.

   (f) Fixing new rates or prices.

   (g) Issuing order for Special Tests not provided in the Contract.

(h) Issuing changes or additional Specifications.

(i) Issuing a variation as indicated below.

a) Variation in individual BOQ Items: The 'Authority Engineer' is not authorized to issue variation order of any value of work.

b) New items (Non-BoQ items) : Before issuing orders to execute new items of work (non BoQ items), Authority Engineer shall obtain technical approval from the Authority.

c) Any variation stated at (a) and (b) above (Individual item and overall variation) shall be approved by the Authority.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer for reasons to be recorded in writing, an emergency occurs affecting the safety of life or of the works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Authority Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Authority, which is to be obtained subsequently, with any such instruction of the Authority Engineer within the contract price.

Section: 4

Technical Proposal Submission Forms

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Chief General Manager (Civil),
Odisha Industrial Infrastructure Development Corporation (IDCO)
IDCO Towers, Unit 9, Janpath
Bhubaneswar- 751021, Odisha

Subject: **Selection of Authority Engineer for the Project "Re development of Veer Surendra Sai University of Technology (VSSUT), Burla, Sambalpur, Odisha.**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. , Dated: . I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **120 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

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

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

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

Yours faithfully,

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

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

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

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

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	**FY23-24**	**FY 24-25**	**FY25-26**	**Average**
Average Annual Turnover (in Crore) from similar services.				
Supporting Documents: Audited certified financial statements for the last **Three FYs** (**preceding the financial year in which the proposal is due)** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). ***Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be uploaded the scan copy of original along with the technical proposal failing which the proposal will be out rightly rejected.***				

_____

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: _

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH -5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

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

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

Name and Designation with Date and Seal: _____

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

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

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

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

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Programme Management Consultancy/ Authority Engineer as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (7)**.

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

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

Communication Address of the Bidder: _

TECH -7

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

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

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

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

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

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

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY &WORK PLANTO UNDERTAKE THE ASSIGNMENT

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

1. Understanding of Scope, Objectives and Completeness of response

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

2. Description of Approach and Methodology:

- Key guiding principles for the study.
- Proposed Framework.
- Information matrix
- Any other issues

3. Methodology to be adopted:

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

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

4. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

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

TECH -9

Format of Curriculum Vitae (CV) for Proposed Key Personnel

1. ***Proposed Position*:**

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

2. ***Name of Firm*** **:**

3. ***Name of Staff*** **:**

4. ***Date of Birth*** **:**

5. ***Years with Firm*** **:**

6. ***Nationality*** **:**

7. ***Education*** **:**

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

8. ***Membership in Professional Associations*:**

9. ***Other Trainings*** **:**

10. ***Countries of Work Experience*:**

11. ***Languages*** **:**

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

12. ***Employment Record:***

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

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

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

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listedunderpoint12.]

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

Certification:

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

Date:

Signature of Key Professional with Date _

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

Name and Designation with Date and Seal: _____

TECH -10.A

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

ACTIVITY SCHEDULE

		Month wise Program (in form of Bar Chat) 1st ,2nd & 3rd etc are months from the start of commencement of Work											
Sl.No	Item of Activity (Works)	1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													

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

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

Name and Designation with Date and Seal: _____

TECH -10. B

TIME SCHEDULE FOR PROFESSIONAL

			Month wise Program (in form of Bar Chat) 1st ,2nd & 3rd etc are months from the start of												
Sl.No	Name	Position	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Number of Months
1															
2															
3															
4															
5															

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

Name and Designation with Date and Seal: _____

TECH -11

BLACKLISTING DECLARATION

To be submitted by the bidder in a Non judicial Stamp paper duly signed by the Notary]

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s…… ……..……. have abandoned in India nor any contract awarded to us by the State of Odisha for such works have been rescinded, during last 7 years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department/ Project implementing agency.

5. In case any of the information furnished found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it as per the tender clauses. The undersigned hereby confirms that our firm has not been blacklisted/ debarred/penalized by Govt./ Govt. agencies or Public Sector Undertaking (PSUs) or Judicial Authority.

Authorized Signature:
Name & Title of Signatory:
Name of Bidder:
Stamp:

TECH -12

Bank Guarantee Format for furnishing EMD

Whereas ……..…. (hereinafter called the "tenderer") has submitted their offer dated……..…. for the supply of …… …… (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 of ……..20……

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 up to and including 45 days after he 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

Section: 5

Financial Proposal Submission Forms

Financial Proposal Submission Form (Agencies Letter HEAD)
(To be uploaded in the PDF and as well as in e-procurement BoQ excel)

[LOCATION, DATE]

To:

Chief General Manager (Civil)
IDCO, Bhubaneswar

Dear Sirs:

We, the undersigned, offer to provide the consulting services as Authority Engineer for the Project "Redevelopment of Veer Surendra Sai University of Technology (VSSUT) at Burla, Sambalpur, Odisha" in accordance with your RFP dated [*Insert Date*] and our Technical Proposal) dated [*Insert Date*]. Our attached Financial Proposal (Fees) in terms lumpsum _____[*in words and figures*] as well in of % (Percentage) is _____ Figure the Total Project Cost of the Construction Work **INR 929 Cr excluding** GST

Our Financial Proposal shall be binding upon us subject to the modifications resulting from negotiations which shall be Fixed up to expiration of the Execution Contract period of 27 Month (Construction period) or till the completion period of TURNKEY contract whichever is later. No price escalation shall be claimed by us during the contract period.

We hereby certify that the price quoted as above shall be for performing the Scope of service as per Terms of Reference which shall inclusive of the remuneration of the estimated Professionals, related reimbursable expenses, Per diem allowances, Miscellaneous travel expenses including local travelling, Drafting, reproduction of reports, establishment of offices at site, equipment, instruments, materials, supplies etc., use of computers & software's, laboratory tests and other related costs as per Scope of Work.

We understand that you are not bound to accept any Proposal you receive and You have the Right to accept or reject any Proposal without citing any reason what so ever.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

APPENDIX-1

(Break Down of local currency cost)
To be uploaded in the PDF Format in e-procurement portal

Sl.No	Position	Nos	Anticipated Man month for the construction period of 27 Month	Total Man month	Rate (Rs)	Amount (Rs)
1	Team Leader cum Project Management Expert	1	27	27		0
2	Senior Structural Engineer	1	21	21		0
3	Material Cum Quality Control Engineer	1	27	27		0
4	MEP Engineer	1	18	18		0
5	Electrical Engineer	1	27	27		0
6	HVAC Engineer	1	12	12		0
7	BIM Engineer	1	27	27		0

8	Safety Engineer	1	27	27		0
9	Supervision Engineer (Civil)	2	27	54		0
10	Supervision (Electrical)	1	27	27		0
	Total	11				

Yours sincerely,

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

APPENDIX-2 (Office Set Up, Utilities, Communication and office Supplies)

Sl.No	Description	Nos (Lum sum basis)	Man, Month in Construction Period	Monthly Rate	Total Amount (Rs)
1	Office rent including required support staff and operation, furniture, fixtures, supplies etc	1	27		0

2	Drafting supplies, computer reports, printer, internet running cost	1	27		0
3	Total				0

Yours sincerely,

Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: ____

Section 6

Bid Submission Check List

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL UPLOADED)			
1	Filled in Bid Submission Check List **(ANNEXURE-I)**		
2	Covering Letter **(TECH -1)**		
3	Bid Processing Fee of **Rs.** _____/- through online mode in procurement portal.		
4	EMD of Rs _____/- through online mode in procurement portal.		
5	General Details of the Bidder **(TECH - 2)**		
6	Bidder Organization (Financial Details) (TECH- 3)		
7	Power of Attorney **(TECH - 4)** in favor of the person signing the bid on behalf of the bidder.		
8	Experience details **(TECH-5)**		
9	Self-Declaration on Potential Conflict of Interest **(TECH - 6)**		
10	Undertaking for not have been blacklisted by any Central / State Govt./any Autonomous bodies during its business career.		
11	Comments and Suggestions **(TECH – 7)**		
12	Description of Approach, Methodology & Work Plan **(TECH - 8)**		
13	CV of Key Professionals **(TECH – 9)**		
14	Resource deployment Plan **(TECH – 10)**		
15	Blacklisting Declaration **(TECH-11)**		
16	Self Declaration of No involvement of nay legal conflicts or any pending legal issues with the Client during last 3 years.		

Undertaking:

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

Authorized Signatory [*In full and initials*]:

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Chief General Manager (Civil),
Odisha Industrial Infrastructure Development Corporation (IDCO)
IDCO Towers, Unit 9, Janpath
Bhubaneswar- 751021, Odisha

Subject: Selection of Authority Engineer for Re development of VSSUT, Burla, Odisha

WHEREAS__(Name and address of the Authority Engineer) (hereinafter called "the Authority Engineer") has undertaken, in pursuance of RFP No_ dated _____ to undertake the service " **Selection of Authority Engineer for Re development of VSSUT, Burla, Odisha**"(herein called contract) **AND WHEREAS** it has been stipulated by **Chief General Manager (Civil), IDCO, Odisha** in the said contract that the Authority Engineer 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 Authority Engineer, 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 Authority Engineer 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 Authority Engineer before presenting us with the demand.

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

This performance bank guarantee shall be valid until the __day of ¸ <Year>

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

……

(Signature of the authorized officer of the Bank)

……

Name and designation of the officer

……

……

Seal, name & address of the Bank & Branch

Section 7

Standard form of Contract

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 Authority Engineer
4. Authority Engineers' Personnel and Sub-Authority Engineers
5. Obligations of the Employer
6. Payments to the Authority Engineer
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices
Appendix A – Description of Services
Appendix B - Reporting Requirements
Appendix C - Staffing Schedule
Appendix D - Cost Estimates
Appendix E - Duties of the Employer
Appendix F- Duties of the Authority
Engineer
Appendix G- Minutes of Negotiation Meeting and Letter for Revised Financial Quotation

CONTRACT FOR AUTHORITY ENGINEERS' SERVICES

Between

Chief General Manager (Civil), Odisha Industrial Infrastructure Development Corporation (IDCO)

And

XXXX

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the **XX** day of the month of **Month**, **Year**, between Odisha Industrial Infrastructure Development Corporation (IDCO) through Chief General Manager (Civil), IDCO (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, XXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXX, State, India (hereinafter called the "Authority Engineer") of the Second Part.

WHEREAS

(a) the Authority Engineer, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the Employer;

(b) the "Employer" has accepted the offer of the Authority Engineer 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) General Conditions of Contract.

(b) The Special Conditions of Contract.

(c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Employer"

Appendix F: Duties of the Authority Engineer

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

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

(a) the Authority Engineers shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "**Employer**" shall make payments to the Authority Engineer in accordance with the provisions of the Contract.

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

Signed by -----

1. For and on behalf of IDCO

2. For and on behalf of XXXXXXXXX

In presence of (Witnesses)

i.) **A**

ii.) **B**

II. General Conditions of Contract

1. GENERALPROVISIONS

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

a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.

b) "Agency" means any private or public entity that will provide the Services to the "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

i) "Local Currency" means Indian Rupees.

j) "notice" Written communication sent to Address for communication mentioned in contract.

k) "Party" means the "Client" or the Agency, as the case may be, and "Parties" means both of them.

l) "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

o) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.

p) "Third Party" means any person or entity other than the "Client", or the Agency.

q) "In writing" means communicated in written form with proof of receipt.

r) "CMC" means Contract management Committee set up by Authority to Monitor the project.

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Authority Engineer. The Authority Engineer, subject to this Contract, has complete charge of Personnel and Sub- Authority Engineers, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

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

1.5 Notices

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

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

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

1.7 Authority of Lead Partner: In case the Authority Engineer consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Authority Engineer) in the SC to act on their behalf in exercising all the Authority Engineer's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of

Authority Engineer shall be jointly and severally liable for all obligations of the Authority Engineer under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Authority Engineer may be taken or executed by the officials specified in the SC.

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

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Authority Engineers observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

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

b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

c. "collusive practices" means a scheme or arrangement between two or more Authority Engineers, with or without the knowledge of the Employer, designed to establish prices at artificial, non- competitive levels;

d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

e. Anticompetitive practice" - - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels.

f. Conflict of interest" - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if

they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Process or for personal gain.

1.10.2 Measures to be taken by the Employer

a. The Employer may terminate the contract if it determines at any time that representatives of the Authority Engineer were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Authority Engineer having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

b. The Employer may also sanction against the Authority Engineer, including declaring the Authority Engineer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Authority Engineer has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event

of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Authority Engineer shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

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

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

2.6 **Modifications or Variations:**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

b. Force Majeure shall not include

i. any event which is caused by the negligence or intentional action of a Party or by

or of such Party's Sub-Authority Engineers 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.

2.7.2 Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

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

b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Authority Engineer, upon instructions by the "Employer", shall either:

   i. demobilize, or

   ii. continue with the Services to the extent possible, in which case the Authority Engineer shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

f. If the force majeure condition(s) mentioned above be in force for 90 days or more at

any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.

2.8 Suspension : The "Employer" may, by written notice of suspension to the Authority Engineer, suspend all payments to the Authority Engineer hereunder if the Authority Engineer 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 Authority Engineer to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Authority Engineer of such notice of suspension.

2.9 Termination

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

a. If the Authority Engineer fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

b. If the Authority Engineer becomes (or, if the Authority Engineer 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 Authority Engineer fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8hereof.

d. If the Authority Engineer, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

e. If the Authority Engineer submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

f. If the Authority Engineer places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

g. If the Authority Engineer 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 Authority Engineer to improve the quality of the services.

h. If, as the result of Force Majeure, the Authority Engineer is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

i. If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

2.9.1.2 Upon termination for consultant default, IDCO shall be entitled to complete means at risk and cost of consultant. Such procurement shall be completed within 9 months of termination.

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

a. If the "Employer" fails to pay any money due to the Authority Engineer 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 Authority Engineer that such payment is overdue.

b. If, as the result of Force Majeure, the Authority Engineer is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

c. If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8hereof.

d. If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Authority Engineer may have subsequently approved in writing) following the receipt by the "Employer" of the Authority Engineer's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract

pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Authority Engineer's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Authority Engineer 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 Authority Engineer and equipment and materials furnished by the "Employer", the Authority Engineer shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Authority Engineer:

a. If the Contract is terminated pursuant to Clause 2.9.1 (g),(h) & (i) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i)hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Authority Engineer shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Authority Engineer will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof,

and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AUTHORITY ENGINEER

3.1 General

3.1.1 Standard of Performance: The Authority Engineer 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 Authority Engineer shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub- Authority Engineers or Third Parties.

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

3.2.1 Authority Engineer not to benefit from Commissions, Discounts, etc. :

a. The payment of the Authority Engineer pursuant to Clause GC 6 hereof shall constitute the Authority Engineer's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Authority Engineer 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 Authority Engineer shall use its best efforts to ensure that any Sub-Authority Engineers, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

3.3 Confidentiality : Except with the prior written consent of the "Employer", the Authority Engineer 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 Authority Engineer and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

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

3.5 Accounting, Inspection and Auditing: The Authority Engineer (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

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

(a) Any change or addition to the Personnel listed in Appendix C.

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

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

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

3.9 Equipment, Vehicles and Materials Furnished by the "Employer": Equipment, vehicles and materials made available to the Authority Engineer by the "Employer", or purchased by the Authority Engineer wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Authority Engineer shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions. While in possession of such equipment, vehicles and materials, the Authority

Engineer, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

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

4. AUTHORITY ENGINEERS' PERSONNEL AND SUB-AUTHORITY ENGINEERS

4.1 General: The Authority Engineer shall employ and provide such qualified and experienced Personnel and Sub-Authority Engineers as are required to carry out the Services.

4.2 **Description of Personnel:**

a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Authority Engineer's Key Personnel are as per the Authority Engineer's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Authority Engineer by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Authority Engineer. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Authority Engineers listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Authority Engineer proposes to use in the carrying out of the Services, the Authority Engineer shall submit to the "Employer" for review and approval

a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel:

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

b. If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Authority Engineer shall, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

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

4.5 **Resident Project Manager:** If required by the SC, the Authority Engineer shall ensure that at all times during the Authority Engineer's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

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

a. Provide the Authority Engineer, Sub-Authority Engineers and Personnel with work permits and such other documents as shall be necessary to enable the Authority Engineer, Sub- Authority Engineers 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 Authority Engineer, Sub-Authority Engineers and Personnel any such other assistance as may be specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties :** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Authority Engineer 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 Authority Engineer in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Authority Engineer under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the "Employer":

(a) The "Employer" shall make available to the Authority Engineer 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 Authority Engineer as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Authority Engineer for the performance of the Services.

5.4 **Payment:** In consideration of the Services performed by the Authority Engineer under

this Contract, the "Employer" shall make to the Authority Engineer such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

a. If necessary, the "Employer" shall make available to the Authority Engineer free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Authority Engineer's advice, if specified in Appendix E.

Professional and support counterpart personnel, excluding "Employer's liaison personnel, shall work under the exclusive direction of the Authority Engineer. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Authority Engineer that is consistent with the position occupied by such member, the Authority Engineer may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THEAUTHORITY ENGINEER

6.1 Total Cost of the Services

a. The total cost of the Services payable is set forth in Appendix D as per the Authority Engineer's proposal to the Employer and as negotiated thereafter.

b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Authority Engineer in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

a. The Authority Engineer shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC12.

b. Once a milestone is completed, the Authority Engineer shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Authority Engineer without further delay.

c. Final Payment: The final payment as specified in SC 12 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Authority Engineer and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Authority Engineer specifying in detail deficiencies in the Services, the final report or final statement. The Authority Engineer shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Authority Engineer to the "Employer" within thirty (30) days after receipt by the Authority Engineer of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Authority Engineer and the Authority Engineer has made presentation to the CMC/Employer (Mention this if presentation is required) with /without modifications to be communicated in writing by the Employer to the Authority Engineer.

e. If the deliverables submitted by the Authority Engineer are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Authority Engineer. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Authority Engineer only after it re- submits the deliverable, and which is accepted

by the Employer.

f. All payments under this Contract shall be made to the accounts of the Authority Engineer 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 Authority Engineer of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Authority Engineer in writing and the Authority Engineer has made necessary changes as per the comments / suggestions of the Employer communicated to the Authority Engineer.

h. In case of early termination of the contract, the payment shall be made to the Authority Engineer as mentioned herewith:

   i. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Authority Engineer shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

   ii. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Authority Engineer in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract : The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the

Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

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

8.2 In case of any dispute, if arises in relation to or in connection with the contract between the parties, if not settled amicably, the Civil Courts situated at Bhubaneswar in the District of Khordha shall have the jurisdiction to decide upon any dispute or litigations between the parties to the said agreement.

9. LIQUIDATED DAMAGES

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

a. If the deliverables are not submitted as per schedule as specified in SC 11, the Authority Engineer shall be liable to pay .05% of the total cost of the services for delay per day or part thereof.

b. If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Authority Engineer shall be liable for Liquidated Damages for an amount equal to .05% of total cost of the services for every day or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

iii. The Authority Engineer shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

iv. Each member/constituent of the Authority Engineer, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

v. The Authority Engineer shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

vi. The Authority Engineer shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Authority Engineer'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/Authority Engineer.

vii. The Authority Engineer shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.

ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Authority Engineer for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

II. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are:
		1. "Employer": Odisha Industrial Infrastructure Development Corporation (IDCO), IDCO Towers, Unit-9, Janpath, Bhubaneswar, Khurda, Odisha – 751021. Attention: Chief General Manager (Civil)
		2.
2.	1.7	JV is not allowed. NA
3.	1.8	The Authorized Representatives are: For the "Employer": For the Authority Engineer:
4.	2.1	1. Signing of Contract Agreement 2. Employer's notice to the Authority Engineer instructing the Authority Engineer to begin carrying out the Services
5.	2.2	The time period shall be one month.
6.	2.3	The time period shall be effective from the date of commencement of contract.
7.	2.4	Contract period of 27 Month (Construction period) or till the completion period of TURNKEY contract whichever is later. No price escalation shall be claimed by us during the contract period.

8.	3.4	The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Authority Engineer or its Personnel or any Sub- Authority Engineers or their Personnel, should be insured as per existing Motor Vehicles Act; (a) Third Party liability insurance, with a minimum coverage of INR **5 Cr; which shall be valid till 12 month after the contract closure.** (b) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Authority Engineer, with a minimum coverage of **INR 10 Cr, which shall be valid till 12 month after the contract closure.** (c) Workers' compensation insurance in respect of the Personnel of the Authority Engineer and of any Sub-Authority Engineers, in accordance with the

		relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate and (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Authority Engineer's property used in the performance of the Services, and (iii) any documents prepared by the Authority Engineer in the performance of the Services, by theft, fire or any natural calamity.
9.	4.5	To be mentioned.
10.	5.1	Sub -consulting not allowed.
11.	6.1 (b)	The ceiling in local currency is INR XXXXXXXX Only
12.	6.3	The employer shall approve Deliverables / Raise objections within 30 days of receipt of the Deliverables.
13.	6.3 (f)	The account details of Authority Engineer are as follows:
14	10	Miscellaneous provisions: i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent. ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. iii. The Authority Engineer shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. iv. Each member/constituent of the Authority Engineer, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates under the Contract.

		v. The Authority Engineer shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. vi. The Authority Engineer shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Authority Engineer'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 Authority Engineer. vii. All claims regarding indemnity shall survive the termination or expiry of the Contract. viii. The Authority Engineer shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, suppliers, agent(s), employed engaged or otherwise working for the Authority Engineer, in respect of wages, salaries, remuneration, compensation or the like. ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Authority Engineer for any engagement, service or employment in any capacity in any office or establishment of the Employer.
15	11 (New Clause)	**Limitation of the Consultant's Liability towards the "employer".** Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.

1. lump-sum contracts (i.e. INR XXXXXXXXXXXX only) payment will be made[1] based on milestones indicated for each activity as below:

Activities:

AND

A. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

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

Appendix D: Total Cost of Services In

Appendix E: Duties of the "Employer"

Please refer TOR

Section 8

Procedure under E-Tendering

Procedure to participate in online bidding- e-procurement

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

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

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

a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
b) The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear to the "Active Tenders" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.

c) The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

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

1.2 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

1.3 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

1.4 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.

1.5 Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.

1.6 The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify quarries related to the tender.

1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not

necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

1.8 Any addendum / corrigendum/ cancellation of tender shall be published in the website https://tendersodisha.gov.in , notice board and through paper publication and such notice shall form part of the bidding documents.

1.9 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.

2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 The EMD or Bid Security payable along with the bid is 2% of the estimated contract value (ECV) or as mentioned in the bid document.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

2.4 Deleted.

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the “Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids”. .

3. **FORMAT AND SIGNING OF BID:**

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

The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

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

3.1 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.

3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once

the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

3.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.4 In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.5 The Bidder should ensure clarity of the document uploaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

4. SUBMISSION OF BIDS:-

4.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand , list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.

4.2 Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

4.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

4.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

4.5 The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.

4.6 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summery of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

4.7 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.

4.8 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.

4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.

4.10 The bidder should check the system generated confirmation statement on the status of the submission.

4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

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

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

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

5. SECURITY OF BID SUBMISSION:

a. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
b. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

6. DEADLINE FOR SUBMISSION OF THE BIDS :

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

7. RESUBMISSION AND WITHDRAWAL OF BIDS :

7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8. LATE BIDS :

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

9. MODIFICATION AND WITHDRAWAL OF BIDS :

9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last

moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation.

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

10. OPENING OF THE BID:

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

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

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

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

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

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

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

11. EVALUATION OF BIDS:-

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

11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

11.4 Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

11.6 The Procurement officer-Evaluators will evaluate bid and finalized list of responsive bidders.

11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

11.10 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.

11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

12. CLARIFICATION AND NEGOTIATION OF BIDS:

12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.

12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ….) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.

13.2 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, " Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summery and declare the process as complete.

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

14. **BLOCKING OF PORTAL REGISTRATION**

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

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

14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the

date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

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

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

14.6 Fails to execute the agreement within the stipulated date.

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

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

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

DISCLAIMER

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

Sd/-

Chief General Manager (Civil)

Odisha Industrial Infrastructure Development Corporation (IDCO)