REQUEST FOR PROPOSAL (RFP)

For

Selection of Consulting firm for Master Planning & Design Services for "Integrated Development of Buddhist Heritage Precincts to establish a world-class Buddhist Circuit in Odisha
(*Limited to Consultants Shortlisted through the EOI Process)*

RFP of EOI Identification No.: 40/Tender/OBCC /2025-26

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking)
VIKASH BHAWAN, NAYAPALLI, BHUBANESHWAR-751012
PHONE NO. 0674- 2394093, 2396309, 2390043 FAX-2396326

ଓଡ଼ିଶା ସେତୁ ଓ ନିର୍ମାଣ ନିଗମ ଲିଃ
(ଓଡ଼ିଶା ସରକାରଙ୍କ ପୂର୍ତ୍ତ ବିଭାଗ ଅଧିନରେ ଏକ ଉଦ୍ୟୋଗ)

ODISHA BRIDGE & CONSTRUCTION CORPORATION LIMITED
(A Government of Odisha Undertaking under Works Department)

ବିକାଶ ଭବନ, ନୟାପଲ୍ଲୀ, ଭୁବନେଶ୍ୱର – ୭୫୧୦୧୨, ଦୂରଭାଷ – ୦୬୭୪ – ୨୩୯୦୦୪୩, CIN: U45203OR1983SGC001153
Vikash Bhavan, Nayapalli, Bhubaneshwar – 751012, Tel: 0674-2390043, Website: www.obcc.in, Email: md@obcc.in; info@obcc.in

No. 7855 **Date:** 16.10.2026
File: SMT- 2093

From

Chief Engineer-II,
OB&CC Ltd.

To

M/s. Tractebel Engineering Pvt. Ltd.
M/s. RSP Architects Planners & Engineers Pte Ltd
Email: virendra.jha@tractebel.engie.com

M/s. Kengo Kuma & Associates Inc
M/s. Aadharshila Designs Pvt. Ltd.
Email: sanada@kkaa.co.jp jyotimitra@adpl.in

M/s. INI Design Studio Pvt. Ltd.
M/s. Pei Cobb Freed & Partners Architects LLP
Email: lorraine.haydon@inidesignstudio.com mbischoff@pcf-p.com
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M/s. HCP Design, Planning and Management Pvt. Ltd.
Email: kaustubh@hcp.co.in

M/s. DDF Consultants Pvt. Ltd
Email: info@ddfgroup.com

Sub: Regarding issue of Request for Proposal (RFP) to the shortlisted consulting firms from Expression of Interest (EOI) invitation for preparation of the Master Plan and Design Services for Integrated Development of Buddhist Heritage Precincts to establish a world class Buddhist Circuit in Odisha

Ref: 1. This Office Letter No 10588 dated 15.12.2025
2. EOI Identification No.40/Tender/OBCC/2025-26
3. This Office Order No. 7382 Dt. 29.09.2026

Sir,

With reference to the letter and subject cited above, it is to intimate that,

1. The Employer had earlier invited EOI vide EOI Identification No 40/Tender/OBCC/2025-26 vide this office letter No.10588 dated 15.12.2025 from reputed consulting firms for preparation of the Master Plan and Design Services for Integrated Development of Buddhist Heritage Precincts to establish a world class Buddhist Circuit in Odisha
2. You have been short-listed in the EOI Stage of the procurement process (Ref:1) based on the information provided in your proposal in accordance with EOI terms and conditions.

Accordingly, you are now requested to submit your technical and financial proposal for the RFP stage of the procurement process.

3. A consulting firm shall be selected as per the Quality cum Cost Based Selection (QCBS) method and procedures described in this RFP document.
4. The Bid document shall be available in the website https://tendersodisha.gov.in, from dt. **16.10.2026** to **5.00 P.M. IST of dt. 30.11.2026** for online bidding.
5. The bidder must possess compatible Digital Signature Certificate (DSC) of Class – III. The online bidding procedure is indicated in the document.
6. Pre-bid queries will be received up to **5.00 P.M. IST of 28.10.2026** through email queries@obcc.in and circle2@obcc.in.
7. The pre-bid meeting will be held on **29.10.2026 at 12.00 P.M. IST** through video conferencing in the following link: https://meet.google.com/zjc-jrtc-wqi
8. Pre-bid clarification shall be available in e-procurement portal on **07.11.2026.**
9. The bids shall be received only on "online" on or before **05.00 P.M. IST of dt. 30.11.2026.**
10. The technical bids received online shall be opened on dt. **01.12.2026 at 11.30 A.M. IST** in the office of the Managing Director, Odisha Bridge & Construction Cooperation Ltd, Vikash Bhavan, Bhubaneswar, Odisha in the presence of the bidders, who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the scheduled date of opening, then the bid will be opened on the next working day at the same time and venue.
11. The Bid processing fee shall be submitted online amounting to **Rs.11,800** (including GST) through the e-procurement portal.
12. The Bid Security fee/EMD shall be submitted online amounting to **Rs.16,00,000** through the e-procurement portal.
13. Bids submitted other than the e-procurement platform shall not be considered.
14. The authority reserves the right to cancel any or all bids without assigning any reason thereof.
15. Further details with any addendum, corrigendum, cancellation can be seen from the website https://tendersodisha.gov.in.

16/10/26

Chief Engineer-II

DISCLAIMER

1. This Request for Proposal ("RFP") is issued by Odisha Bridge & Construction Corporation Limited ("OB&CC" or the "Authority") exclusively to the Applicants shortlisted pursuant to EOI Identification No. 40/Tender/OBCC/2025-26 for selection of a Consultant for the Project. This RFP is neither an agreement nor an offer by OB&CC and is intended solely to provide information to the Shortlisted Bidders for preparation and submission of their Proposals.

2. The Shortlisted Bidders shall be deemed to have carefully examined the EOI, this RFP, all Addenda/Corrigenda, information made available by OB&CC, the Project sites and all circumstances relevant to preparation of their Proposals. Each Shortlisted Bidder shall undertake its own investigations, assessments, due diligence and verification and, where considered necessary, obtain independent professional advice.

3. While the information contained in this RFP has been prepared in good faith, OB&CC makes no representation or warranty, express or implied, as to its accuracy, adequacy or completeness. OB&CC shall not be liable for any loss, cost, expense or damage arising out of or in connection with:

    - reliance upon this RFP or any information furnished in connection with it;
    - any omission, inaccuracy or incompleteness in such information; or
    - participation in the RFP/selection process.

4. The issue of this RFP shall not be construed as creating any obligation on OB&CC to select any Bidder or award the Consultancy. OB&CC reserves the right, in accordance with Applicable Law and the provisions of this RFP, to accept or reject any Proposal, annul the selection process, or amend, modify or supplement the RFP at any stage prior to award of the Consultancy, without thereby incurring any liability to the Bidders.

5. Any amendment, modification, clarification or supplement to this RFP shall be issued by OB&CC through an Addendum/Corrigendum and notified through the State e-Procurement Portal and/or such other mode as specified in the Data Sheet. Such Addendum/Corrigendum shall form an integral part of this RFP.

6. This RFP shall be read together with the EOI and the documents forming part of the shortlisting process. The eligibility, qualification and constitution on the basis of which a Bidder was shortlisted under the EOI shall ordinarily remain unchanged during the RFP process and execution of the Consultancy Agreement.

    Notwithstanding the above, for the specific purpose of undertaking **Construction Monitoring and Supervision Services**, a Shortlisted Bidder may, subject to approval of the Authority:

    a. deploys its own suitably qualified and experienced in-house personnel;

    b. engages a suitably qualified and experienced **Specialist Supervision Sub-Consultant**; or

    c. associate **one additional specialist member** as a third member of the Consortium/JV exclusively for Construction Supervision Services.

    Such association shall not alter the Lead Member or dilute the obligations, responsibilities and liabilities of the originally shortlisted Bidder/Consortium. The Lead Member and the original Consortium/JV members shall continue to remain responsible for the complete performance of the Services under the Contract.

    The qualifications, experience, proposed role and personnel of such Specialist Supervision Sub-Consultant/additional member shall be subject to evaluation and approval by the Authority in accordance with the provisions of this RFP.

7. Nothing contained in this RFP shall override Applicable Law, and the provisions of this RFP shall be interpreted accordingly.

DEFINITIONS AND INTERPRETATION

In this Request for Proposal (RFP), unless the context otherwise requires, capitalized terms shall have the meanings set forth below. Words importing the singular shall include the plural and vice versa. Words importing any gender shall include all genders. Terms defined herein but not otherwise defined shall have the meanings assigned to them in the Applicable Laws, regulations, and the Contract.

1. "Addendum" or "Addenda"

Means any written document issued by the Authority, after the issuance of this RFP but before the Proposal Submission Deadline, which modifies, clarifies, or supplements any part of this RFP. Each Addendum shall form an integral part of the RFP and shall have the same force and effect as the original RFP document. Bidders shall be required to acknowledge receipt of all Addenda in their Proposal.

2. "Annexure"

Means any schedule, form, table, drawing, or supplementary document attached to this RFP, which elaborates, illustrates, or supports the provisions of this RFP and shall be deemed to be an integral part of this RFP.

3. "Authority" / "Client" / "Company"/ "Employer"

Means the Odisha Bridge & Construction Corporation Limited (OB&CC), a Government of Odisha undertaking, and includes its duly authorized officers, representatives, agents, successors, and permitted assigns, empowered to act on its behalf in all matters relating to this RFP, evaluation of Proposals, selection of the Consultant, contract award, and administration of the Services for the Project entitled:

"Integrated Development of Buddhist Heritage Precincts to establish a world-class Buddhist Circuit in Odisha"

4. "Applicable Law"

Means all laws, statutes, ordinances, rules, regulations, notifications, guidelines, and by-laws in force in the Republic of India as of the date of issuance of this RFP and as amended or enacted from time to time, including all judgments, decrees, orders, directions, and rulings of any court, tribunal, or competent authority having jurisdiction over the Project, the Services, or the Consultant.

5. "Bidder" / "Consultant"

"Shortlisted Bidder"

Means an Applicant, whether a Sole Entity or Consortium/JV, shortlisted by the Authority pursuant to EOI Identification No. 40/Tender/OBCC/2025-26 and invited to submit a Proposal under this RFP.

"Consultant" (*post selection process*)

Means the Selected Bidder with whom the Authority enters into the Consultancy Agreement for performance of the complete Services, including Master Planning, Design, DPR Preparation, Tender Assistance, Construction Monitoring and Supervision and Completion-related Services.

6. "Authorized Signatory"

Means the person duly authorized by the Bidder to sign the Proposal, submit clarifications, represent the Bidder during the RFP process, and execute the Contract on behalf of the Bidder, supported by a legally valid Power of Attorney issued by the competent authority of the Bidder.

7. “RFP Process” / “Selection Process”

Means the process adopted by the Authority for inviting, evaluating, and selecting a Consultant in accordance with this RFP, including evaluation of the Technical Proposal, Technical Presentation and presentation/evaluation of the Concept Model, Financial Proposal and final QCBS ranking, financial evaluation, and final selection. The process commences from the date of issuance of this RFP and concludes with the issuance of the Letter of Award (LoA) to the Selected Consultant.

8. “Consortium / Joint Venture (JV)”

Means the Consortium/JV comprising the members on the basis of which the Applicant was shortlisted pursuant to the EOI.

The composition and Lead Member of the shortlisted Consortium/JV shall remain unchanged throughout the RFP process and Contract period, except that the Authority may permit association of one additional specialist member solely for Construction Monitoring and Supervision Services, subject to the conditions specified in this RFP.

The original members and Lead Member shall remain jointly and severally responsible for due performance of the entire Services. Addition of a specialist supervision member shall not diminish, transfer or otherwise affect such responsibility.

9. “Lead Member”

Means the member of a Consortium/JV designated by all other members to act as the primary entity, authorized to represent the Consortium/JV in all communications and dealings with the Authority throughout the RFP process and during the execution of the Contract.

10. “Services”

Means all professional services to be performed by the Consultant under the Contract, including baseline studies, integrated master planning, conservation planning, architectural and engineering design, landscape design, interpretation and visitor-experience planning, DPR preparation, cost estimates, statutory approval assistance, tender documentation and procurement assistance, Construction Monitoring and Supervision, completion documentation and all associated services specified in the RFP and Contract.

11. “Supervision Services”

Means all professional services required for monitoring, supervising, coordinating and administering construction of the Project works, including review and approval of drawings, quality assurance, progress monitoring, contract administration support, measurement and certification support, inspection, testing, reporting, completion and handover assistance, as more particularly described in the Terms of Reference.

12. “Specialist Supervision Sub-Consultant”

Means a suitably qualified and experienced professional consultancy entity proposed/engaged by the Consultant, subject to approval of the Authority, specifically for carrying out part or whole of the Construction Monitoring and Supervision Services. Engagement of such Sub-Consultant shall not relieve the Consultant of any responsibility or liability under the Contract.

13. “Additional Supervision Member”

Means one additional specialist entity that may, subject to approval of the Authority, be associated as the third member of an existing Consortium/JV solely for the purpose of Construction Monitoring and Supervision Services. Such association shall not result in change of the Lead Member or replacement of any member originally shortlisted pursuant to the EOI.

14. Project"

Means the integrated development of the Buddhist Circuit in Odisha comprising Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park, together with all associated heritage, spiritual, cultural, tourism, landscape, mobility, infrastructure, interpretation, public-realm and visitor facilities and such other components as specified in the Terms of Reference.

DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Odisha Bridge & Construction Corporation Limited (OBCC)
2.	Method of Selection	Quality & Cost Based Selection (QCBS)
3.	Proposal Validity	120 Days
4.	Nature of Consultancy	Master Planning, Design, DPR Preparation, Tender Assistance and Construction Monitoring & Supervision
5.	Association for Supervision	A shortlisted Bidder may engage an approved Specialist Supervision Sub-Consultant or, in case of JV/Consortium, associate one additional specialist member solely for Construction Supervision, subject to RFP conditions and approval of OB&CC
6.	Date of Issue of RFP	16.10.2026
7.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries Query	28.10.2026, 05:00 PM IST
8.	Issue of Pre-proposal Clarifications	07.11.2026
9.	Proposal Due Date	30.11.2026, 5.00 PM IST
10.	Date of opening of Technical Proposal	01.12.2026, 11.30 AM IST
11.	Date of opening of Financial Proposal	To be intimated later
12.	Expected Date of Commencement of Assignment	To be intimated later
13.	Project Locations:	Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park, Odisha, together with associated circuit infrastructure and other areas identified by the Authority.
14.	Pre-proposal meeting	On 29.10.2026 at 12.00 PM IST The pre-bid queries shall be mailed at queries@obcc.in in word format. The meeting will be held through video conferencing in the link: https://meet.google.com/zjc-jrtc-wqi
15.	Bid Processing Fee (Non-Refundable)	**Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred)** only (including GST) through online mode only as prescribed in the e-procurement procedure annexed as Section 8.
16.	Earnest Money Deposit (EMD)	**Rs. 16,00,000/- (Rupees Sixteen Lakhs)** only online as prescribed in the e-procurement procedure annexed as Section 8.
17.	Performance Bank Guarantee (PBG)	5 % of the accepted Consultancy Fee
18.	Contact Person	Chief Engineer-II Odisha Bridge & Construction Corporation Limited Ph- 0674- 2396309 E-mail ID: circle2@obcc.in, queries@obcc.in
19.	Place of Opening of Proposal:	Odisha Bridge & Construction Corporation Limited, Vikash Bhawan, Nayapalli, Bhubaneswar, Khurda, Odisha. Pin - 751012
RFP can be downloaded from: **www.tendersodisha.gov.in**		

SECTION: 1

LETTER OF INVITATION

Name of Assignment: Selection of Consulting firm for Master Planning & Design Services for "Integrated Development of Buddhist Heritage Precincts to establish a world-class Buddhist Circuit in Odisha"

Odisha Bridge & Construction Corporation Limited ("OB&CC" or the "Authority") had invited Expressions of Interest for shortlisting suitably qualified and internationally reputed consulting firms for providing comprehensive consultancy services for integrated development of the Buddhist Circuit in Odisha.

The proposed Buddhist Circuit shall comprise Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park, with Dhauli being developed as the principal Peace and Transformation Node, symbolising Emperor Ashoka's transformation from conquest to Dhamma, compassion and non-violence.

The EOI evaluation and shortlisting process has been completed. Accordingly, OB&CC hereby invites only the Applicants shortlisted pursuant to EOI Identification No. 40/Tender/OBCC/2025-26 to submit Technical and Financial Proposals for the Assignment.

The selected Consultant shall provide consultancy services through the entire project cycle, including baseline studies, integrated master planning, architectural, landscape and engineering design, DPR preparation, statutory approval support, preparation of tender documents, assistance during procurement, and Construction Monitoring and Supervision until completion and handover of the Project.

For undertaking Construction Monitoring and Supervision Services, the Shortlisted Bidder may, subject to the provisions of this RFP and approval of OB&CC, either deploy its own qualified resources, engage a Specialist Supervision Sub-Consultant, or, in the case of a Consortium/JV, associate one additional specialist member solely for such supervision services. The Lead Member and the originally shortlisted entity/Consortium shall continue to remain fully responsible for performance of the complete Consultancy Services.

Odisha Bridge & Construction Corporation Limited (OB&CC), incorporated under the Companies Act, 1956 (the *"Authority/Employer/Client"*), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites **only the shortlisted firms** from the **EOI Stage** to participate in this **RFP Stage** by submitting their detailed **Technical and Financial Proposals** in accordance with the requirements of this RFP through the State e-Procurement Portal for the above-mentioned Project.

The complete RFP document, containing the detailed Scope of Services, Eligibility Criteria, Evaluation Methodology, Proposal Submission Requirements, and other terms and conditions, may be downloaded from the State e-Procurement Portal: www.tendersodisha.gov.in.

A bidder will be selected under **QCBS (Quality & Cost Based Selection)** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.

1. This is an e-tendering process by the Government of Odisha in Odisha Bridge & Construction Corporation Limited. The proposal must be submitted online only. In online mode, the electronic files are to be uploaded to the tender portal **www.tendersodisha.gov.in.**

2. The Shortlisted firms should submit the proposal online in two parts. The two parts of the proposal shall be as follows: -

   PART 1: TECHNICAL PROPOSAL

   PART 2: FINANCIAL PROPOSAL

   The proposals shall be evaluated according to the evaluation criteria mentioned in the RFP prior to opening the financial proposal.

3. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted online, with all pages numbered serially and an index of submission. The Financial Proposal must be submitted online only. Submission in any other form shall not be acceptable. In the event that any of the instructions mentioned herein have not been adhered to, the Client may reject the Proposal.

4. The proposal, complete in all respect as specified in the RFP Document, must be accompanied by a **non-refundable** amount of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred)** only towards the **Bid Processing Fee** and **Rs. 16,00,000/- (Rupees Sixteen Lakhs)** Only towards **EMD** through online as prescribed in the RFP failing which the bid will be rejected.

5. The Consultants must possess compatible Digital Signature Certificate (DSC) of Class-III. The online bidding procedure is indicated in the Section-8 of the RFP document.

6. Physical proposals will not be accepted, as the applicant must submit the proposal through on-line mode within the stipulated date and time as mentioned in the RFP.

7. The last date and time for submission of proposal, complete in all respects, on the tender portal, is as per the Bidder Data Sheet, and the date of opening of the technical proposal is as mentioned in the Data Sheet, which will be done in the presence of the bidder's representative at the specified address as specified in the Bid Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

8. This RFP includes following sections:

a) Letter of Invitation **[Section – 1]**
b) Instructions to the shortlisted Bidder **[Section – 2]**
c) Terms of Reference **[Section – 3]**
d) Technical Proposal Submission Forms **[Section – 4]**
e) Financial Proposal Submission Forms **[Section –5]**
f) Annexures **[Section –6]**
   - **Bid Submission Checklist**
   - **Performance Bank Guarantee Format**
g) Standard Form of Contract **[Section –7]**
h) Procedure under E-Tendering **[Section –8]**

Sd/-
Chief Engineer-II
Odisha Bridge & Construction Corporation Limited

SECTION: 2

INSTRUCTIONS TO BIDDERS

1. Eligibility for the RFP Stage

1.1 Participation in this RFP is restricted exclusively to Applicants shortlisted by OB&CC pursuant to the EOI issued for "Master Planning & Design Services for Integrated Development of Buddhist Heritage Precincts to establish a World-Class Buddhist Circuit in Odisha", under EOI Identification No. 40/Tender/OBCC/2025-26.

1.2 Each Shortlisted Bidder shall submit documentary evidence of its shortlisting along with its Technical Proposal.

1.3 The constitution, Lead Member and members of a Consortium/JV on the basis of which the Applicant was shortlisted under the EOI shall remain unchanged; only a two-member shortlisted JV may admit one third member solely for supervision; a sole shortlisted entity may use a supervision Sub-Consultant but does not become a JV.

1.4 For undertaking Construction Monitoring and Supervision Services, the Shortlisted Bidder may:

a) deploy its own suitably qualified supervision team; or
b) engage a suitably qualified and experienced Specialist Supervision Sub-Consultant, with approval of OB&CC; or
c) where the Shortlisted Bidder is a Consortium/JV, associate one additional specialist member as the third member of the Consortium/JV, exclusively for Construction Monitoring and Supervision Services, subject to approval of OB&CC.

1.5 Such additional specialist member or Sub-Consultant shall not be permitted to substitute any originally shortlisted member or to alter the Lead Member. Its experience shall not be used retrospectively to satisfy the EOI eligibility/shortlisting criteria.

1.6 The Lead Member and the members originally shortlisted under the EOI shall continue to remain responsible for the complete performance of the Services. Where an additional member is admitted to the Consortium/JV, the members shall execute a supplementary Consortium/JV Agreement providing for their respective roles and liabilities in accordance with this RFP.

1.7 Each Shortlisted Bidder shall furnish a declaration confirming that there has been no material adverse change since the EOI submission affecting its eligibility, legal status, financial standing, technical capability or ability to perform the Assignment.

1.8 The Bidder shall disclose any actual or potential Conflict of Interest in the prescribed format.

1.9 Responsibility for Design and Supervision

The Consultant's responsibility shall extend continuously from planning and design through DPR, procurement assistance and Construction Monitoring & Supervision. Review or approval of any drawing, design, report or recommendation by OB&CC shall not relieve the Consultant of its professional responsibility.

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

1.10 Pre-Qualification Criteria

S.No.	Eligibility Criteria	Supportive Documents
1	Bidder *must be* shortlisted by OB&CC Ltd. for the work "Master Planning & Design Services for "Integrated Development of Buddhist Heritage Precincts to establish a world-class Buddhist Circuit in Odisha" (Limited to Consultants Shortlisted through the EOI Process vide EOI Identification No.: 40 /Tender / OBCC /2025-26	Letter/ Office Order of Shortlisted firms for the assignment & JV/Consortium Agreement
2	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.	Self-Declaration from the Bidder as per the format (TECH - 5)
3	The bidders shall submit a Power of Attorney in favor of the Lead member's representative	Copy of power of attorney (TECH-4)
4	The Bidder shall have successfully completed or substantially completed at least two (2) Construction Supervision or Project Management Consultancy assignments for heritage, tourism, institutional, public-building or comparable building-infrastructure projects, each involving works with a project cost of at least ₹400 crore. The experience of the proposed Specialist Supervision Sub-Consultant or an additional third Consortium Member proposed for Construction Monitoring and Supervision shall also be considered towards fulfilment of this requirement.	Work Order, Letter of Award or Consultancy Agreement, together with a completion or substantial-completion certificate issued by the Client/Employer, indicating the nature and scope of the supervision services and the project cost of the works. For this criterion, "substantially completed" means that at least 80% of the physical progress of the works has been achieved, or at least 80% of the consultancy fee has been earned, as certified by the Client/Employer. (TECH-12)

Please note: For the purpose of this RFP, bidders may submit proposals either as a sole entity or as part of a Joint Venture (JV) / Consortium(C). In the case of a JV/Consortium, the maximum number of partners shall be limited to **Three (3) — i.e., one Lead Partner and max two JV/Consortium partner.**

The following norms may be followed in case of JV/C:

i. Lead Member shall have primary responsibility for coordination and representation; all JV/Consortium members shall be jointly and severally liable. For a **Sub-Consultant**, however, the contractual responsibility should remain entirely with the main Consultant.
ii. The JV partner(s), through a JV/C agreement duly signed by the authorized signatories, shall designate the roles of each member.
iii. The lead member/partner of the JV/C should meet the eligibility criteria as stipulated in eligibility criteria.
iv. The JV/C agreement shall designate one of the members to be the coordinator (Lead Consultant) with the client and shall be authorized to receive instructions for and on behalf of partners of the JV/C.
v. The **Lead member** must have at least **51% participation,** while the **JV/C partner** must have at least **15% participation**.
vi. JV/C and its partners must **jointly meet the qualification/ evaluation criteria** as prescribed in **Technical Evaluation (1st Stage)** in Clause 9 of Section:2.
vii. All statutory documents of the JV/C shall be furnished.
viii. No change of JV/Consortium partner shall be allowed after the submission of RFP.
ix. The JV /C and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract and shall be responsible for execution of the assignment.

In the context of Joint Venture/Consortium as the context permits, the word "lead, is synonymous with the words "representative" and "Lead Partner"; the word "member" is synonymous with the word with "partner".

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

The bidders have to furnish the following documents duly signed 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.
- Bidder's Profile and Status (TECH- 2)
- Letter/ Office Order of Shortlisted firms for the assignment
- Bid Processing Fee & Earnest Money Deposit (EMD), as applicable.
- Copy of PAN (**For partner entity registered in India)**
- Copy of Goods and Services Tax Registration Certificate (Form GST Reg-06) (**For partner entity registered in India**)
- Copies of IT Return for the last three financial years **(FY 2024-25, 2023-24, 2022-23)** (**For partner entity registered in India**)
- Proposed Integrated Master Plan and Concept Design covering Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park (TECH – 3)
- Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder.
- Self-Declaration regarding Conflict of Interest (TECH - 5)

- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH-6)
- Description of Approach & Methodology to undertake the assignment (TECH - 7)
- CV of Key Personnel (TECH - 8)
- Proposed work plan to carry out the assignment (TECH - 9)
- Declaration of continued eligibility/no material adverse change since EOI.(on Lead member's letterhead)
- Details of proposed Specialist Supervision Sub-Consultant/additional Supervision JV Member, if any.
- Supervision methodology, deployment schedule and supervision organization chart.
- Undertaking that no member originally shortlisted at EOI stage has been substituted.(on Lead member's letterhead)

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, indexed. Each page should be numbered and signed by the authorized representative. No hard copy is to be submitted.

2. Specialist Supervision Sub-Consultant / Additional Third Consortium Member for Construction Monitoring & Supervision

2.1 General

2.1.1 The Consultant selected under this RFP shall be responsible for the complete Consultancy Services, including Master Planning, Design, DPR Preparation, Tender Assistance, Construction Monitoring & Supervision, completion and handover-related services.

2.1.2 The Shortlisted Bidder may undertake the Construction Monitoring & Supervision Services through:

a. its own suitably qualified and experienced personnel; or

b. a **Specialist Supervision Sub-Consultant** engaged specifically for Construction Monitoring & Supervision Services; or

c. in the case of a Consortium/Joint Venture, **one additional specialist member**, who may be admitted as an additional member of the Consortium/JV exclusively for Construction Monitoring & Supervision Services.

2.1.3 The options under Clauses 2.1.2(b) and 2.1.2(c) shall be subject to approval of the Authority and compliance with the requirements of this RFP.

2.2 Preservation of EOI Shortlisting

2.2.1 The composition, Lead Member and members on the basis of which the Bidder was shortlisted under the EOI shall ordinarily remain unchanged.

2.2.2 No original member of the shortlisted Consortium/JV shall be substituted, removed or replaced by the Specialist Supervision Sub-Consultant or the Additional Supervision Member.

2.2.3 The Lead Member identified during the EOI stage shall continue as the Lead Member throughout the RFP process and execution of the Consultancy Agreement.

2.2.4 The Specialist Supervision Sub-Consultant or Additional Supervision Member shall not be entitled to rely upon its qualifications or experience for satisfying retrospectively any eligibility or shortlisting requirement of the EOI.

2.2.5 Its qualifications and experience shall be considered only for assessing its suitability and capability to

undertake the Construction Monitoring & Supervision Services envisaged under this RFP.

2.3 Maximum Consortium Size

2.3.1 Where the Shortlisted Bidder was shortlisted as a two-member Consortium/JV, one additional specialist member may be admitted exclusively for Construction Monitoring & Supervision Services.

2.3.2 The maximum number of members in such Consortium/JV shall therefore be three (3), comprising:

a. the Lead Member originally shortlisted under the EOI;

b. the other member originally shortlisted under the EOI; and

c. one Additional Supervision Member.

2.3.3 Where the Shortlisted Bidder was shortlisted as a Sole Entity, it shall ordinarily remain a Sole Entity for purposes of the RFP. Such Bidder may, however, engage a Specialist Supervision Sub-Consultant for Construction Monitoring & Supervision Services with approval of the Authority.

2.3.4 Admission of an additional JV/Consortium member by a Sole Entity shall not be permitted unless expressly approved by the Authority through an Addendum/Corrigendum applicable uniformly to all Shortlisted Bidders.

2.4 Minimum Eligibility of Specialist Supervision Entity

2.4.1 The proposed Specialist Supervision Sub-Consultant / Additional Supervision Member shall be a legally constituted professional consultancy entity having demonstrable experience in construction supervision, project management, quality assurance and contract administration of major heritage, tourism and/or building infrastructure projects.

2.4.2 The proposed entity must have successfully completed, or substantially completed, **at least two (2) Construction Supervision / Project Management Consultancy assignments** involving **heritage, tourism, institutional, public-building or comparable building-infrastructure projects**, each having **a minimum project cost of INR 400 Crore**.

2.4.3 For the purpose of this Clause:

a. . "Construction Supervision / Project Management Consultancy assignment" shall mean an assignment involving substantial responsibility for supervision of construction, quality control, progress monitoring, review of drawings, contract administration and certification/recommendation of contractor payments, and not merely design consultancy, DPR preparation or periodic site visits;

b. "Project Cost" shall mean the actual or sanctioned cost of the works supervised under the relevant assignment, excluding land cost, unless otherwise specifically stated in the RFP;

c. an assignment shall be considered "substantially completed" only where at least **80% of the physical construction works** under the supervised package has been completed and such status is certified by the Client/Employer;

d. projects comprising multiple packages may be considered as a single assignment only where the supervision Consultant was engaged under one consultancy contract for integrated supervision of such packages.

2.4.4 The two qualifying assignments may be from any combination of the following sectors:

i. heritage conservation and heritage precinct development;

ii. tourism infrastructure;

iii. museums, interpretation centres and cultural facilities;

iv. institutional or public buildings;

v. large-scale building infrastructure; or

vi. other comparable complex built-environment projects acceptable to the Authority.

2.4.5 The qualifying assignments may have been undertaken in India or abroad.

2.4.6 The Specialist Supervision Sub-Consultant / Additional Supervision Member shall submit documentary evidence in support of each qualifying assignment, including:

a. Work Order / Letter of Award / Consultancy Agreement;

b. certificate from the Client/Employer indicating the nature and scope of supervision services;

c. project cost of the works supervised;

d. commencement and completion/substantial completion status; and

e. Completion Certificate / Experience Certificate / Client Certificate clearly establishing satisfactory performance of the supervision assignment.

2.4.7 Where the project cost is stated in a foreign currency, the value shall be converted into INR in accordance with the currency-conversion provisions specified in this RFP.

2.4.8 Experience obtained merely as a Sub-Consultant may be considered only where the Applicant furnishes satisfactory documentary evidence from the principal Consultant and/or Client establishing the specific supervision scope actually undertaken by it, subject to acceptance by the Authority.

2.4.9 The experience and qualifications of the Specialist Supervision Sub-Consultant / Additional Supervision Member shall be considered only for assessing its suitability for Construction Monitoring & Supervision Services and **shall not be used to retrospectively satisfy or modify the eligibility criteria on the basis of which the original Bidder was shortlisted under the EOI**.

2.4.10 The Authority reserves the right to verify the submitted credentials directly with the concerned Client/Employer and to reject any experience credential that is incomplete, unverifiable or does not substantially correspond to the nature of services required under this RFP.

2.5 Role and Scope

2.5.1 The proposed Specialist Supervision Sub-Consultant / Additional Supervision Member shall be assigned a clearly defined scope (refer to Section 3: Terms of Reference) covering Construction Monitoring & Supervision Services, which may include, without limitation:

a. coordination with the Consultant's design team for timely availability of Good-for-Construction drawings and design clarifications;

b. review of shop drawings, working drawings and construction methodology;

c. site supervision and quality assurance;

d. inspection and testing of materials and workmanship;

e. monitoring of construction programme and progress;

f. review of contractor's work programme and resource deployment;

g. measurement and verification of quantities;

h. certification/recommendation of interim and final payments, where included in the Scope of Services;

i. review of variations, deviations and change proposals;

j. contract administration support;

k. monitoring of safety, environmental and statutory compliance;

l. preparation of periodic progress, quality and exception reports;

m. attendance at site meetings and coordination meetings;

n. review of as-built drawings and completion documentation;
o. assistance during testing, commissioning, completion and handover; and
p. such other supervision services specified in the Terms of Reference or directed by the Authority within the contractual scope.

2.5.2 The detailed allocation of responsibilities between the Lead Member, original Consortium/JV member(s), Specialist Supervision Sub-Consultant and/or Additional Supervision Member shall be clearly set out in the Technical Proposal.

2.6 Approval by the Authority

2.6.1 Engagement of a Specialist Supervision Sub-Consultant or admission of an Additional Supervision Member shall be subject to eligibility conditions specified in Clause 2.4.

2.6.2 The Bidder shall submit, along with its Technical Proposal:

a. name and legal status of the proposed entity;
b. registration/incorporation documents;
c. relevant professional experience;
d. details of similar assignments;
e. proposed scope and responsibilities;
f. proposed Key Personnel;
g. organisational structure and reporting arrangements;
h. undertaking regarding conflict of interest, blacklisting and debarment;
i. Memorandum of Understanding / Letter of Association / Consortium Agreement, as applicable; and
j. any other documents prescribed in the RFP.

2.6.3 Approval by the Authority shall not be construed as endorsement of the capability of the entity and shall not relieve the Bidder/Consultant from any obligation under the RFP or Contract.

2.7 Liability and Responsibility

2.7.1 Where a Specialist Supervision Sub-Consultant is engaged, the Consultant shall remain solely responsible and liable to the Authority for the performance, acts, omissions, errors and defaults of such Sub-Consultant and its personnel as if they were the acts, omissions, errors or defaults of the Consultant itself.

2.7.2 No contractual relationship shall arise between OB&CC and the Specialist Supervision Sub-Consultant merely by reason of approval of such engagement.

2.7.3 Where an Additional Supervision Member is admitted as the third member of the Consortium/JV, all Consortium/JV members shall be jointly and severally liable to the Authority for performance of the entire Consultancy Services.

2.7.4 The Lead Member shall continue to have primary responsibility for coordination, communication, contract administration and delivery of all Consultancy Services.

2.7.5 Internal allocation of responsibilities among Consortium/JV members shall not limit or restrict the rights of the Authority against any member under the Contract.

2.8 Consortium Agreement / Sub-Consultancy Agreement

2.8.1 In case of an Additional Supervision Member, the Bidder shall submit a supplementary or revised Consortium/JV Agreement, duly executed by all members.

2.8.2 Such agreement shall clearly specify:

a. Lead Member;
b. scope and responsibilities of each member;
c. participation share, where applicable;
d. joint and several liability;
e. authority of the Lead Member to represent the Consortium/JV;
f. commitment of each member for the entire Contract period; and
g. prohibition against withdrawal or substitution without prior written approval of the Authority.

2.8.3 In case of a Specialist Supervision Sub-Consultant, the Consultant shall submit an executed Sub-Consultancy Agreement or binding Letter of Association before commencement of the supervision services, if so required by the Authority.

2.8.4 Nothing contained in any Consortium Agreement or Sub-Consultancy Agreement shall override the provisions of the RFP or Consultancy Agreement.

2.9 Participation Share

2.9.1 The Lead Member shall continue to retain the minimum participation stipulated for the originally shortlisted Consortium/JV.

2.9.2 Admission of the Additional Supervision Member shall not result in dilution of the Lead Member's participation below the minimum prescribed in the RFP.

2.9.3 The participation share of the Additional Supervision Member shall be commensurate with its assigned supervision responsibilities and shall be disclosed in the Proposal and Consortium/JV Agreement.

2.9.4 Mere nominal participation of the Additional Supervision Member without meaningful responsibility, personnel and resource deployment shall not be acceptable.

2.10 Key Personnel and Deployment

2.10.1 The Specialist Supervision Sub-Consultant / Additional Supervision Member shall provide qualified and experienced personnel appropriate to the scope of Construction Monitoring & Supervision Services.

2.10.2 Such The supervision team shall comprise only such resident and intermittent personnel as are necessary for effective supervision of the Works. It may include a Project Manager/Team Leader, Resident Engineers, site engineers, QA/QC personnel, quantity surveyors and planning personnel. Architectural, structural, MEP, heritage-conservation, landscape and safety specialists may be deployed intermittently according to the stage and requirements of the Works. The detailed deployment shall be provided in TECH-10.

2.10.3 The Key Personnel proposed for supervision shall form part of the Technical Proposal and shall be subject to evaluation and approval by the Authority.

2.10.4 Replacement of any approved Key Personnel shall be permitted only for reasons beyond the reasonable control of the Consultant and with prior approval of the Authority. The replacement shall possess qualifications and experience equal to or better than those of the personnel being replaced.

2.11 Conflict of Interest and Independence

2.11.1 The Specialist Supervision Sub-Consultant / Additional Supervision Member shall maintain professional independence and impartiality in supervision and contract administration.

2.11.2 It shall not:

a. be the Works Contractor for the Project;

b. be an affiliate, parent, subsidiary or controlling entity of the Works Contractor;
c. have any direct financial interest in the Works Contractor;
d. receive any commission, benefit or consideration from any contractor, Consultant or vendor connected with the Project; or
e. have any other relationship that may materially impair independent professional judgment.

2.11.3 Any existing or potential Conflict of Interest shall be disclosed to the Authority immediately.

2.11.4 The fact that the Consultant has prepared the Master Plan, designs, DPR, tender documents or other design deliverables for the Project shall not, by itself, constitute a Conflict of Interest in relation to Construction Monitoring & Supervision undertaken under the same Consultancy Agreement.

2.12 Restriction on Multiple Participation

2.12.1 A Specialist Supervision Sub-Consultant or Additional Supervision Member proposed by one Shortlisted Bidder shall not participate with or support another Shortlisted Bidder in the same RFP, whether as Consortium/JV member, Sub-Consultant or specialist associate, unless expressly permitted by the Authority.

2.12.2 Any violation of this requirement may render the concerned Proposal(s) non-responsive.

2.13 Replacement or Withdrawal

2.13.1 No Specialist Supervision Sub-Consultant or Additional Supervision Member shall be replaced or withdrawn after submission of the Proposal without prior written approval of the Authority.

2.13.2 Approval for replacement shall be granted only where:
a. the replacement has become necessary due to circumstances beyond the reasonable control of the Bidder/Consultant; and
b. the proposed replacement possesses qualifications, experience and capability equal to or better than the entity being replaced.

2.13.3 The Authority may require replacement of the Specialist Supervision Sub-Consultant, Additional Supervision Member or any of its personnel where performance is unsatisfactory, a Conflict of Interest arises, or the entity/personnel cease to satisfy the requirements of the RFP.

2.13.4 Such replacement shall not entitle the Consultant to additional fees, extension of time or other compensation, except where expressly approved by the Authority.

2.14 Financial Proposal and Payment

2.14.1 The Financial Proposal submitted by the Bidder shall be inclusive of all costs, fees, remuneration, overheads, taxes and expenses relating to the Specialist Supervision Sub-Consultant or Additional Supervision Member for the stipulated construction period of 36 calendar months. GST shall be dealt with as specified in the Financial Proposal and Contract.

2.14.2 Engagement of a Specialist Supervision Sub-Consultant or admission of an Additional Supervision Member shall not entitle the Consultant to any additional payment beyond the accepted Consultancy Fee.

2.14.3 Payments under the Contract shall be made only to the Consultant/Lead Member in accordance with the payment provisions of the Consultancy Agreement. OB&CC shall have no obligation to make direct payment to any Sub-Consultant unless expressly provided otherwise in the Contract.

2.15 Duration of Engagement

2.15.1 The supervision arrangement shall remain effective for the entire period during which Construction Monitoring & Supervision Services are required, including extension of the construction period, testing, commissioning, completion, handover and defect-related services, where included in the Terms of Reference.

2.15.2 The Consultant shall ensure continuity of supervision resources throughout such period.

2.15.3 Any extension of the supervision period and corresponding remuneration, where applicable, shall be governed by the provisions of the Consultancy Agreement.

2.16 No Dilution of Consultant's Obligations

Notwithstanding the engagement of any Specialist Supervision Sub-Consultant or admission of an Additional Supervision Member, the Selected Consultant shall remain fully responsible for the accuracy, adequacy, coordination, quality and timely performance of all Consultancy Services and for achieving seamless continuity between planning, design, tendering, construction supervision, completion and handover of the Project.

3. Bid Processing Fee:

The bidder must furnish as part of the technical proposal, the required bid processing fee amounting to **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred Only)** through online mode of transaction as prescribed in the RFP. Non-payment or insufficient payment by the Proposal Due Date shall render the Proposal non-responsive, subject to the applicable e-procurement rules.

4. Earnest Money Deposit:

The Bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) for an amount of **Rs. 16,00,000/- (Rupees Sixteen Lakhs)** only online as prescribed in the RFP.

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

- Bidder withdraws its proposal during the bid validity period as specified in RFP.
- Bidder is found to be non-responsive or has submitted false information in support of its qualification.
- material false declaration or fraudulent document;
- refusal by successful bidder to accept LoA;
- failure to sign agreement within stipulated period;
- failure to furnish PBG;
- material alteration of proposal after submission.

5. Validity of the Proposal:

Proposals shall remain valid for a period of **120 (One Hundred and Twenty) days** from the PROPOSAL DUE DATE. The Client reserves the right to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

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

Bidders are allowed to submit their queries in respect of the RFP and other details if any to **OBCC** through e-mail at **queries@obcc.in** till the timeline as per Data Sheet. All clarifications, responses and amendments having a bearing on preparation of Proposals shall be issued uniformly to all Shortlisted Bidders through the State e-Procurement Portal and shall form part of the RFP.

Pre-proposal meeting will be held through VC as per the schedule mentioned in Bidder Data Sheet. The bidders will have to ensure that their queries for pre-proposal meeting should reach one day before the pre-proposal meeting to the **point of contact: Chief Engineer-II, Odisha Bridge & Construction Corporation Limited.**

7. Preparation and Submission of Proposal:

(i) Detail RFP may be downloaded from **www.tendersodisha.gov.in** and the Proposal 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 Proposal:

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.

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

(iii) The Applicant shall upload scanned copies of the Technical Proposal as specified in Clause 7(ii)A(a) above on the Tender Portal before the Proposal Submission due date & time as specified in Data Sheet. Financial Proposal as specified in clause 7(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 outrightly rejected by the Client.

Any material deviations will make a proposal non-responsive; and for any minor omissions/clerical deficiencies, OB&CC may seek clarification without permitting alteration of substance or price. No price or financial information shall appear anywhere in the Technical Proposal.

8. Opening of the proposal:

(i) Completed proposal must be submitted online on or before the time and date stated in the Data Sheet.

(ii) Opening of Proposals will be done through online.

(iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

(iv) The Financial Proposal 7 (ii) A (b) shall be opened only for technically qualified Shortlisted Bidders obtaining the minimum qualifying technical score. The date of opening of the Financial Proposal will be notified later.

9. Evaluation of Proposal:

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

- **TECHNICAL EVALUATION (1st Stage):** Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals. Broad evaluation parameters and max marks are:

	Evaluation Component	Marks
A.	**Technical Proposal – Master Plan, Concept, Approach & Methodology**	**45**
B.	**Technical Presentation before Evaluation Committee**	**15**
C.	**Concept Model / Physical Model Presentation**	**10**
D.	**Qualification & Relevant Experience of Key Experts**	**30**
	TOTAL	**100**

A. Technical Proposal – Master Plan, Concept, Approach & Methodology-45 marks

Technical Proposal	Marks
Understanding of vision, scope and Buddhist Circuit philosophy	5
Integrated Five-Node Master Plan & Concept Design	10
Heritage Conservation & Archaeological Sensitivity	6
Interpretation & Visitor Experience Strategy	5
Landscape, Sustainability, Mobility & Infrastructure	5
Dhauli – Peace & Transformation Concept	5
Technical Feasibility, Phasing & Implementation	4
Design/DPR/Tender Methodology	3
Construction Supervision/QA/QC Methodology	2
Total	**45**

B. TECHNICAL PRESENTATION-15 marks

Presentation Criterion	Marks
Clarity and strength of overall design vision	4
Integration of five nodes into one Circuit	3
Heritage sensitivity and contextual response	3
Innovation, visitor experience and implementation strategy	2
Response to questions / understanding demonstrated by proposed Team Leader and key experts	3
Total	**15**

C. Concept Model / Physical Model – 10 marks

Evaluation Criteria:

- **Circuit-level spatial relationship and development structure – 2**
- **Five-node identity and hierarchy – 2**
- **Dhauli Peace & Transformation concept – 2**
- **Architectural/landscape character and heritage sensitivity – 2**
- **Clarity, innovation and communicative quality of model – 2**

One integrated Circuit Model plus detailed physical model of one principal node, preferably Dhauli/Udayagiri, as selected by the Bidder, together with digital 3D visualisation of all five nodes.

Technical Presentation and Concept Model Evaluation

- Each Shortlisted Bidder whose Proposal is found responsive at the preliminary evaluation stage shall make a Technical Presentation before the Evaluation Committee constituted by OB&CC.
- The Presentation shall form an integral and scored component of the Technical Evaluation and shall not be treated merely as a clarification of the written Technical Proposal.
- The Presentation shall be led by the proposed Principal Architect/Team Leader and shall be attended by such other proposed Key Experts as considered appropriate by the Bidder/required by OB&CC.
- The Bidder shall present its integrated vision for Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park; the proposed Master Plan and Concept Design; heritage and conservation approach; visitor-experience and interpretation strategy; landscape, mobility and infrastructure approach; implementation/phasing strategy; and Construction Monitoring & Supervision methodology.
- The Bidder shall also present the Concept Model prescribed under TECH-3 together with supporting 3D visualisations/renderings.
- The presentation shall ordinarily be limited to **30 minutes**, followed by up to **20 minutes of interaction/questions** by the Evaluation Committee.
- No information relating to price or the Financial Proposal shall be disclosed during the Presentation.
- No material change to the Technical Proposal shall be permitted through the Presentation. Any clarification provided during the Presentation shall be consistent with the submitted Proposal.
- Marks shall be awarded in accordance with the evaluation criteria specified in this Section.

D. Qualification & Relevant Experience of Key Experts *(Refer to Clause 6 of Section:3 for minimum eligibility conditions)*

Planning, Design, DPR & Tender Stage

I. Principal Architect/Team Leader – 4
II. Master Planner/Tourism Planner – 2
III. Archaeologist / Buddhist Heritage Expert– 2
IV. Structural Engineer – 2
V. Landscape Architect – 1
VI. Infrastructure / Civil Engineer – 1
VII. MEP & Sustainability Expert – 1
VIII. Museologist / Interpretation & Visitor Experience Specialist – 1
IX. Tourism & Destination Development Expert – 1

X. Transport / Mobility Planner– 1

XI. Quantity Surveyor / Cost & Procurement Expert– 1

Construction Monitoring & Supervision Stage

XII. Construction Supervision Team Leader – 4

XIII. Resident Engineer/Construction Manager –2

XIV. QA/QC Engineer – 1

XV. MEP Engineer – 2

XVI. Planning & Monitoring Engineer – 2

XVII. Quantity Surveyor / Contract & Billing Engineer – 1

XVIII. Heritage Conservation Site Expert – 1

Architectural, structural, landscape, interpretation, safety and other specialists required during construction may be drawn from the Consultant's design team or deployed intermittently according to the requirements of the Works. Separate full-time personnel need not be proposed for every discipline at every Project location.

For each evaluated Key Expert, marks may be awarded broadly on:

Academic/Professional Qualification – 20%

Overall Professional Experience – 30%

Experience in relevant assignments – 50%

Notes: -

(i). The total score obtained by the bidder above shall be the technical score (T) of the bidder.

(ii). Bidders should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria.

(iii). Bidders should score **at least 80 marks** out of 100 for being considered. Bidders scoring less than 80 will be rejected before opening of financial bid.

(iv). If presentations form a part of the Technical evaluation, then bidders who qualify for pre-qualification stage, will be intimated the date, time and venue of such presentation at an appropriate date.

. **FINANCIAL EVALUATION (2nd Stage):** The financial proposals of the bidders qualifying the technical evaluation (1st Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

10. Evaluation Process:

Technical Scoring:

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 80.**

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

$$St = 100 \times T / Th$$

in which "St" is the Technical Score, "Th" is the highest Technical Score given, and "T" is the Technical Score of the proposal under consideration.

Financial Scoring:

The financial proposals of the bidders qualifying the technical evaluation (1st Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

The lowest evaluated financial proposal (F_m) 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:

$$Sf = 100 \times Fm / F$$

in which "S_f" is the financial score, "F_m" is the lowest price, and "F" the price of the Proposal under consideration.

Combined Scoring:

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 (**0.8**); Pw = the weight given to the Financial Proposal (**0.2**); T + P = 1) as following:

$$S = St \times Tw + Sf \times Pw,$$

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.

11. Site Visits and Additional Studies

Shortlisted Bidders must conduct site visits to Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park and take up any additional studies necessary to prepare their proposals, at their own cost. OB&CC will facilitate access to project sites and relevant information, as reasonably possible.

Any site information supplied by OB&CC is indicative and does not relieve the Consultant from verification.

12. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to 5% of Accepted Contract Value, valid until three months beyond completion of the entire Consultancy Services, including Construction Monitoring & Supervision and completion/handover services, from a scheduled commercial bank situated in Bhubaneswar in favour of **Managing Director, OB&CC Ltd.**, as per the format at Annexure-II, for a period of three months beyond the entire contract period (i.e. PBG must be valid to a period of 3 Months beyond the contract period as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

13. Contract Negotiation

Negotiations, if required and permissible under applicable Government guidelines, may cover finalisation of methodology, work programme, staffing, deployment, contractual provisions and clarifications. Negotiations shall not materially alter the scope or evaluation basis of the RFP. 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. If negotiations with H1/QCBS-ranked bidder fail or the bidder fails to fulfil award conditions, OB&CC may proceed in accordance with the applicable Government procurement guidelines.

14. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The Consultancy Agreement shall remain valid from the Effective Date until completion of all Services, including design, DPR, tender assistance, construction monitoring and supervision, commissioning/completion and handover obligations, unless terminated earlier in accordance with the Contract and may be extended on mutual consent, if required and approved by the Authority.

15. Conflict of Interest:

The Bidder, each Consortium/JV member, approved Sub-Consultant and proposed Key Expert shall avoid any actual or potential Conflict of Interest that may impair objective and impartial performance of the Services. Performance by the Consultant of Construction Monitoring and Supervision Services forming part of this Consultancy **shall not constitute a Conflict of Interest** merely because the Consultant has prepared the Master Plan, designs, DPR or tender documents for the Project.

However, the Consultant is prohibited from:

- being the contractor;
- having financial interest in the contractor;
- supplying proprietary materials/equipment where that compromises impartial certification;
- supervising a related entity without disclosure/approval.

Conflict of interest exists in the event of:

- Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

16. Disclosure:

a) Bidder, Consortium Member, approved Sub-Consultant and Consultant have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.

a.1 Bidder, Consortium Member, approved Sub-Consultant and Consultant 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 the appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

b) Bidder, Consortium Member, approved Sub-Consultant and Consultant must disclose if they have been convicted of, or are the subject of any proceedings relating to:

b.1 a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;

b.2 corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;

b.3 failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

b.4 any relationship with prospective construction contractors that may impair independent supervision.

17. 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, collusive, or coercive practices in competing for the contract in question. In such cases, appropriate action, including rejection, termination and/or debarment, may be taken in accordance with Applicable Law and Government guidelines.

18. Language of Proposals:

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

19. 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, and a supervision Sub-Consultant cannot simultaneously support any other competing shortlisted bidders.**

20. Legal Jurisdiction:

Subject to the dispute-resolution procedure specified in the Contract, the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over all disputes arising out of or in connection with the RFP, selection process and Contract.

21. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce **Liquidated damages at 1% of the fee attributable to the delayed deliverable for each week of delay or part thereof of delay, subject to an aggregate ceiling of 10% of the total Consultancy Fee, where delay is solely attributable to the Consultant.**. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this organization in accordance with Applicable Law and Government procedure . No LD shall be imposed for delay attributable to OB&CC, statutory authorities, the Works Contractor, Force Majeure or other causes beyond the Consultant's reasonable control.

22. Confidentiality:

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

- already public;
- lawfully possessed;
- required to be disclosed by law/court/government authority.

23. Amendment of the RFP Document:

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

24. 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, without assigning any reason thereof and thereby incurring any liability to the bidders.

25. Copyright, Patents and Other Proprietary Rights:

Odisha Bridge & Construction Corporation Limited shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to Project-specific drawings, reports, DPRs, BIM/GIS models, databases, specifications, designs, visualizations and other deliverables prepared specifically for the Project. which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit all **editable/source/native files**, not just PDFs to the Client in compliance with the requirements of the contract. But pre-existing proprietary methodologies, software, templates and know-how should remain with the Consultant, with OB&CC receiving a perpetual licence where necessary to use the deliverables.

26. Force Majeure:

For purpose of this clause, ''Force Majeure'' means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. If the Force Majeure substantially prevents performance for a continuous period of 90 days, either party may seek termination..

27. Settlement of Disputes

a. The parties shall endeavour in good faith to resolve amicably, through mutual consultation, any dispute, difference or claim arising out of or in connection with this RFP or the Consultancy Agreement.
b. Either party may issue a written notice of dispute setting out the nature and particulars thereof. The authorised representatives of the parties shall endeavour to resolve the dispute within thirty (30) days from receipt of such notice, or within such extended period as may be mutually agreed.
c. If the dispute is not resolved amicably within the aforesaid period, either party may seek appropriate remedy before the competent court of law.
d. The courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over all such disputes.
e. There shall be no arbitration.

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 conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, and 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;
- If Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- If there is any change/substitution of originally shortlisted consortium member without permission;
- If there is unauthorised addition of JV member;
- If there is financial information appearing in Technical Proposal;
- If there is material misrepresentation;
- If there is conflict of interest;
- If there is participation in more than one Proposal;
- If there is failure to maintain EOI-shortlisted status.

29. Liability& Indemnity:

The Liability of the selected agency under this agreement in any case shall not be beyond the amount of fees payable to the selected agency under this agreement. Exclusions from the cap should normally include matters such as:

- fraud;
- wilful misconduct;
- gross negligence, if OB&CC elects to include it;
- infringement of third-party IPR;
- confidentiality breach;
- statutory liabilities that legally cannot be capped.

The selected Consultant is to obtain professional indemnity insurance and submit within a month of

signing of the agreement.

30. Currency

All financial figures in the proposals shall be quoted in **Indian Rupees (INR)**. All payments under the contract will be made in INR, unless otherwise specified in the RFP or contract agreement.

SECTION: 3

TERMS OF REFERENCE (TOR)

1. GENERAL INFORMATION

1.1 Project Background

The Government of Odisha envisions the development of a **world-class Buddhist Circuit** that reflects Odisha's profound historical association with Buddhism, its contribution to Buddhist philosophy, art and monastic traditions, and its enduring message of peace, compassion and spiritual learning.

The proposed Buddhist Circuit shall integrate the major Buddhist heritage precincts of **Udayagiri, Ratnagiri, Lalitgiri and Langudi**, together with **Dhauli Peace Park**, into a coherent heritage, spiritual, cultural and tourism destination of national and international significance.

The Udayagiri–Ratnagiri–Lalitgiri–Langudi cluster represents one of India's most significant concentrations of Buddhist archaeological and monastic heritage. **Dhauli**, associated with the Kalinga War and Emperor Ashoka's transformation from conquest to Dhamma, shall constitute the Circuit's principal **Peace and Transformation Node**, providing the philosophical and spiritual connection between Odisha's ancient Buddhist legacy and its contemporary message of peace and non-violence.

The Project shall therefore be conceived not merely as development of individual heritage sites, but as an **integrated Buddhist cultural landscape**, connecting archaeology, spirituality, heritage conservation, interpretation, landscape, ecology, mobility, tourism infrastructure, community participation and contemporary visitor experience.

1.2 Principal Project Nodes

The Project shall comprise:

a. **Udayagiri** – Primary Heritage, Interpretation and Orientation Node;

b. **Ratnagiri** – Major Monastic, Archaeological and Vajrayana Heritage Node;

c. **Lalitgiri** – Early Buddhist Heritage and Relic Node;

d. **Langudi** – Archaeological and Interpretation Node, including its association with ancient Pushpagiri; and

e. **Dhauli Peace Park** – Peace, Transformation, Contemplation and International Buddhist Engagement Node.

The Consultant shall also consider the physical, experiential, tourism and mobility linkages between these nodes and such associated areas, approach corridors, riverfronts, gateways and supporting infrastructure as may be identified by the Authority.

1.3 Development Philosophy

The Project shall adopt a conservation-led, spiritually sensitive and environmentally responsible approach. New development shall respect the archaeological, historical, cultural and landscape significance of each site and shall not visually or physically compete with the heritage assets.

The planning and design approach shall integrate:

- heritage conservation and archaeological sensitivity;
- spiritual simplicity and contemplative experience;
- contextual architecture and landscape;
- universal accessibility and inclusive visitor facilities;
- sustainable mobility and low-impact infrastructure;
- digital and immersive interpretation;
- ecological restoration and climate resilience;
- local culture, crafts and livelihoods; and
- internationally benchmarked visitor management and tourism services.

The Consultant shall ensure that the five principal nodes are developed with distinct identities while remaining connected through a unified Circuit-level narrative, visual language, mobility system, wayfinding strategy and visitor-experience framework.

Cultural Context

Odisha's Buddhist heritage is among the oldest and most significant in India, tracing from Emperor Ashoka's transformation after the Kalinga War to the spread of Buddhism across Asia through Kalingan ports.

- **Lalitgiri** is recognised as one of the earliest Buddhist sites in eastern India, with a relic casket, a chaitya hall, brick monasteries, and multiple stupas indicating its long-standing religious and architectural importance.
- **Ratnagiri**, flourishing from around the 5th century CE, developed into a major monastic centre with a prominent stupa, extensive votive stupas, and sculpture associated with the Mahayana and later Vajrayana traditions.
- **Udayagiri**, the largest complex among the group, contains substantial monasteries, stupas, and sculptural remains reflecting sustained monastic activity between the 7th and 12th centuries CE.
- **Langudi Hill**, identified by scholars as the probable site of the ancient Pushpagiri Vihara referenced by the Chinese pilgrim Hiuen Tsang, contains an Ashokan-era stupa and early inscriptions.
- **Dhauli** is the historic site of the Kalinga War, where Emperor Ashoka experienced a profound spiritual awakening and converted to Buddhism. A famous carved elephant sculpture emerges from the rock face of Dhauli, symbolising the spread of Buddhism from this place.

Together, these sites represent Odisha's contribution to the evolution and transmission of Buddhist philosophy, art, and monastic culture, and hold significant potential for preservation, interpretation, and sustainable tourism development.

Design Philosophy

The design approach will combine spiritual simplicity with architectural quality, drawing on Buddhist architectural forms — stupas, viharas, and prayer pathways — while integrating modern amenities and sustainability principles.

Key design approaches:

- **Interpretation and Meditation Spaces** — museums, meditation pavilions, and digital storytelling centres conveying the history of Buddhism in Odisha
- **Contextual Architecture** — natural materials, vernacular aesthetics, and landscape design informed by monastic settings
- **Integrated Visitor Flow** — connectivity across nodes via landscaped walkways, thematic signage, and eco-transport (e-rickshaws, shuttle buses)
- **Smart Infrastructure** — AR/VR storytelling, projection mapping, interactive exhibits, and multilingual interpretation tools
- **Eco-Sensitive Planning** — water-sensitive design, renewable energy integration, and low-impact tourism facilities

Visitor Experience

- **Udayagiri (Primary Node):** An interpretation centre and museum serving as the knowledge and orientation hub
- **Ratnagiri, Lalitgiri, and Langudi (Sub-Nodes):** Thematic zones presenting aspects of Buddhist philosophy, monastic life, and art through restored heritage, meditation trails, and cultural activity spaces
- **Dhauli Peace Park – Peace and Transformation Node:** A world-class spiritual, contemplative and ecological destination interpreting the Kalinga War, Ashoka's transformation and the universal Buddhist values of Dhamma, compassion, peace and non-violence, supported by contemplative landscapes, interpretation facilities, meditation spaces and facilities for international Buddhist gatherings.
- **Cruise Tourism Integration:** A riverfront experience and cruise hub connecting heritage and landscape along Odisha's waterways
- **Cultural Engagement:** Local crafts, performances, and cuisine drawing on Buddhist and Odishan traditions

Collaborative Approach

The Circuit will be delivered through collaboration among:

- **Architects, Planners and Conservation Experts** — master planning, restoration, and design
- **Historians, Archaeologists and Monks** — research and narrative authenticity
- **Local Communities and Artisans** — craft integration and livelihood development
- **Technologists and Experience Designers** — digital storytelling
- **Government and Tourism Agencies** — governance, funding, and promotion

Positioning and Legacy

The Buddhist Circuit of Odisha is conceived not as a collection of restored monuments but as an integrated heritage landscape combining history, faith, ecology, and technology. It is intended to stand as:

- A centre for spiritual and heritage tourism, connecting global Buddhist networks and scholars
- A model of heritage-led development, balancing conservation with community benefit
- A cultural landmark establishing Odisha's position on the Buddhist heritage map

Site and Location:

Site details are provided in the enclosures referenced below.

Enclosures:

- Site Details
- KMZ file

Link: https://OBCC-NAS.quickconnect.to/d/s/15uJZ2OFPvgGZxRt5SxpWF11LyLcGUpj/yjTJ9KR0EBjyGPuY5tS4zBS7Ecvp5m-5-DryAZCb0wQw

2. OBJECTIVE

The principal objectives of the Assignment are:

A. Integrated Heritage and Circuit Development

- Prepare a comprehensive and integrated Master Plan for **Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park**, adopting a phased approach to conservation, development, infrastructure provision, visitor management and implementation.

B. Heritage Conservation and Cultural Integrity

- Protect, conserve and sensitively integrate archaeological, historical, cultural and landscape assets, in consultation with ASI, State Archaeology and other competent authorities, ensuring that new interventions remain compatible with the heritage significance and carrying capacity of each site.

C. Visitor Experience and Interpretation

- Create informative, immersive and spiritually resonant visitor environments through interpretation facilities, museums, digital storytelling, landscape interventions, contemplative spaces, visitor amenities, circulation systems and a coherent Circuit-wide narrative.

D. Sustainable Tourism and Infrastructure

- Develop resilient, universally accessible and environmentally responsible infrastructure including approach roads, pedestrian systems, signage, parking, public transport, utilities, public conveniences, hospitality and supporting tourism facilities.

E. Dhauli Peace and Transformation Precinct

- Develop **Dhauli Peace Park** as an internationally significant Peace and Transformation Node interpreting Emperor Ashoka's transformation after the Kalinga War and promoting the Buddhist values of peace, compassion, non-violence and contemplative practice.

F. Cultural and Economic Activation

- Leverage Buddhist heritage for cultural revival, community participation, local livelihoods, crafts, hospitality and sustainable tourism-based economic development.

G. Riverfront and Cruise Tourism Integration

- Assess and, where technically, environmentally and economically viable, integrate river-based tourism experiences, jetties/cruise facilities and riverfront development in coordination with IWAI and other competent authorities.

H. Implementation and Construction Quality

- Translate the approved Master Plan and designs into implementable DPRs and tender packages and provide continuous professional support through procurement, construction monitoring and supervision, completion and handover to ensure that the approved design intent, quality, cost and implementation objectives are achieved.

3. SCOPE OF WORK

The Consultant shall provide comprehensive professional services for the Project covering baseline studies and investigations, integrated master planning, heritage conservation planning, architectural, landscape and engineering design, interpretation and visitor-experience planning, financial/economic analysis, DPR preparation, statutory approval assistance, tender documentation and procurement assistance, Construction Monitoring & Supervision, completion and handover services**.**

The Scope is comprehensive but not exhaustive and shall include all incidental and ancillary professional services reasonably necessary for successful completion of the Assignment.

3.1 Development Framework

3.1.1 Integrated Five-Node Development Strategy

Udayagiri – Primary Heritage & Orientation Node
Ratnagiri – Monastic/Vajrayana Heritage Node
Lalitgiri – Early Buddhist & Relic Heritage Node
Langudi – Archaeological/Pushpagiri Interpretation Node
Dhauli – Peace & Transformation Node

3.1.2 Thematic, Site-Specific Development For each heritage location, the Consultant shall prepare detailed master plans addressing:

- Conservation and restoration plans, in consultation with ASI and heritage bodies
- Landscape management and ecological restoration strategies
- Visitor experience design, including interpretation zones, viewing decks, rest shelters, pedestrian trails, and cultural activity spaces
- Integration of digital interpretation and immersive storytelling technologies
- Archaeological/heritage significance and carrying-capacity assessment;
- Heritage-impact assessment of proposed interventions;
- Buffer/influence-zone planning;
- Visitor carrying capacity and crowd management;
- Universal accessibility;
- Night-time/illumination strategy where appropriate;
- Disaster risk, fire/life safety and emergency management;
- Local-community interface.

Specific requirements for **Dhauli Peace Park:**

- Peace Park Master Plan, contemplative landscape, interpretation of Ashoka/Kalinga/Dhamma, meditation and prayer spaces, international Buddhist congregation facilities, visitor management and integration with the existing Shanti Stupa and surrounding cultural landscape, subject to statutory and stakeholder requirements.

3.1.3 Circuit Connectivity and Infrastructure

- Strengthening of inter-node road connectivity and approach corridors
- A unified wayfinding, heritage signage, and branding system for the circuit
- Last-mile mobility, including shuttle buses, EV transport, walkable paths, and barrier-free access

3.1.4 Peripheral Area Development

- Riverfront activation and landscape improvements, in coordination with ASI and local authorities
- Public realm improvements, including plazas, street furniture, lighting, food courts, craft markets, and organised parking

3.1.5 Hospitality and MICE Infrastructure

Assess the need, feasibility, location and appropriate delivery model for:

- eco-resorts, monastery-style retreats, boutique stays, meditation centres, and wellness retreats
- MICE infrastructure supporting seminars, pilgrim conventions, and international Buddhist conferences

3.1.6 Cruise Tourism and Riverfront Activation

Assess technical, environmental, regulatory and economic feasibility of river/cruise tourism and, where found feasible and approved by the Authority, prepare :

- A development framework for cruise terminals/jetties, in consultation with IWAI
- Shoreline promenades, interpretation nodes, and cultural performance decks connecting water-based and heritage tourism

3.2 Key Tasks and Outputs

3.2.1 Baseline Studies, Surveys, Investigation and Site Assessments (Phase A)

- Baseline Studies, Surveys (Topographical, Drone, GPRS, Geophysical and Geotechnical etc. as req) & Investigation
- Mapping of heritage assets and statutory protection zones
- Environmental, socio-economic, and tourism baseline assessment
- Review of ASI restrictions, policy framework, master plans, and DCRs
- Stakeholder mapping and consultation framework

3.2.2 Integrated Master Plan & Concept Design (Phase B)

The Consultant shall adopt:

- A participatory, evidence-based, and risk-informed planning approach
- An integrated design approach combining heritage conservation, architecture, landscape, tourism infrastructure, and governance systems
- GIS-driven analysis for site planning, mobility, utilities, environmental assessment, and phasing
- Compliance with National Building Code, applicable BIS/IRC standards, Odisha Works Department specifications, accessibility standards, fire/life safety requirements and applicable local development regulations along with following standards and regulations as applicable:
    - UNESCO Heritage Management Guidelines/Standards
    - ASI Regulations
    - Odisha Tourism policies and Local Planning Regulations
    - National environmental and social safeguards

Prepare and incorporate:

- Integrated master plans for Lalitgiri, Ratnagiri, Udayagiri, Langudi, and Dhauli Peace Park
- Circuit-wide spatial strategies for routing, experience sequencing, accessibility, utilities, and safety
- The Consultant shall examine, validate, appropriately locate, programme and integrate the following identified flagship initiatives, subject to feasibility, statutory requirements and approval of the Authority:
    1. Padmasambhava Annual Peace Prayer
    2. International Research Centre for Padmasambhava Studies

3. Grand Padmasambhava Temple Complex
4. Mahasiddha Botanical Garden
5. International Buddhist Monastic Enclave
6. Centre for Contemplative Practice
7. Specialised Library and Archives
8. Integrated Buddhist Museum and Interpretation Centre
9. Dhauli Peace Park
10. Langudi Archaeological and Interpretation Zone (future Pushpa Vihar University site)

3.2.3 Sustainability, Schematic and Detailed Design (Phase C)

- Concept and detailed design of infrastructure, landscape, visitor amenities, interpretation systems, and mobility infrastructure
- Engineering design inputs: roads, transit, utilities (water, sanitation, telecom, power), renewable energy, and safety/security systems
- A framework for low-impact tourism, climate resilience, biodiversity protection, waste management, and water-sensitive landscape design, heat mitigation, water balance and rainwater management, renewable energy, low-carbon materials, solid and liquid waste management, biodiversity, carrying capacity, lifecycle/O&M considerations.
- For heritage sites, the design should prioritize **reversibility and minimal intervention where applicable**.

3.2.4 DPR, Financial/Implementation Strategy & Statutory Approvals (Phase D)

- Consultations with ASI, the Tourism Department, IWAI, local authorities, monastic communities, civil society, and the private sector
- An ESG-aligned Environmental & Social Impact Assessment (ESIA) and ESMP
- Statutory approvals
- Market analysis, demand assessment, and economic viability analysis
- A comprehensive financial model, project-wise and phase-wise CAPEX/OPEX estimates, and sensitivity analysis
- Identification of financing options, including Government funding, CSR, PPP, and multilateral financing
- An implementation roadmap with prioritisation, phasing plan, risk register, and procurement strategy
- Validation workshops and preparation of the final DPR for approval and tendering
- Institutional framework for operation and maintenance after completion.

3.2.5 Tender Documentation & Procurement Assistance (Phase-E)

- Prepare Tender documents in consultation with OBCC and provide necessary Procurement assistance

3.2.6 Construction Monitoring & Supervision (Phase-F)

3.2.7 Completion, Commissioning & Handover (Phase-G)

- Financial modelling presenting multiple funding scenarios with clear implementation and O&M strategies

4. DETAIL SCOPE OF WORK

The Consultant shall provide all professional services necessary for planning, design, documentation, procurement assistance, Construction Monitoring & Supervision and completion of the **Integrated Development of Buddhist Heritage Precincts and Dhauli Peace Park for Establishment of a World-Class Buddhist Circuit in Odisha**.

- The Services shall cover **Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park**, associated connectivity and infrastructure, and such ancillary areas/components as may be approved by the Authority.
- The Consultant shall provide continuity of professional responsibility from inception and Master Planning through detailed design, DPR and tender documentation, and thereafter through construction, commissioning, completion and handover.
- Approval, review or acceptance of any submission by the Authority shall not relieve the Consultant of its professional responsibility for the adequacy, accuracy, coordination and constructability of its designs and documents.
- The Consultancy shall comprise the following seven stages:

  Stage 1 – Baseline Studies, Surveys, Inception and Concept Master Plan

  Stage 2 – Schematic Design and Integrated Master Plan

  Stage 3 – Statutory Approvals and Design Development

  Stage 4 – Detailed Design, DPR and GFC Documentation

  Stage 5 – Tender Documentation and Procurement Assistance

  Stage 6 – Construction Monitoring & Supervision

  Stage 7 – Completion, Commissioning, Handover & Support during DLP

The intent is to complete this assignment within a period of **36 months** from notice to proceed out of which the design period shall be **36 weeks**. A work plan shall be prepared by the Agency that shall be reviewed and endorsed by the Client before its implementation.

The Schedule of Services within the Scope of Work will include the following :

A. Stage 1 - Baseline Studies, Surveys, Inception and Concept Master Plan

i. Existing Context Analysis:

a) Review of regulations, guidelines and previous planning documents - The Agency shall research and identify all codes, requirements, guidelines and standards pertaining to the job requirements including any previous design / documents prepared by other agencies.

b) Situation Analysis: The agency will do a detailed situation analysis including need analysis with all the stakeholders of the project to derive the detailed requirements of each project.

c) Existing Asset Mapping: The Agency shall incorporate the inventory of existing structures, water bodies, gardens and other important structures relevant for the project identified by respective agencies.

d) Architectural Design Elements: The Agency shall study and recommend appropriate design elements that could form a part of the overall design language of the public realm including future public facilities.

e) Identify any gaps and potential solutions for bridging the gaps from a regulation's perspective

ii. Survey:

The agency shall be responsible for conducting the following surveys and investigations to ensure accurate and comprehensive data for the design and execution of the project:

a) Total Station Survey – Detailed topographical survey of the site(s).

b) Plot Boundary and Land Level Survey – Precise mapping of parcel boundaries and elevation levels to be incorporated into the design.

c) Traffic Survey – Assessment of vehicular and pedestrian movement for planning access and circulation.

d) Infrastructure Assessment – Evaluation of existing infrastructure, including utilities and services, based on available data.

e) Soil Investigation – Geotechnical study to determine soil conditions and bearing capacity.

The agency shall ensure that all surveys and assessments are conducted with the highest accuracy and in compliance with relevant standards. Any gaps or discrepancies in the data shall be addressed through additional investigations as required.

f) DGPS/GIS-based base mapping;

g) Cadastral/landownership mapping from available records;

h) Heritage/archaeological asset mapping;

i) Statutory protected/prohibited/regulated zones;

j) Tree and ecological survey;

k) Utility mapping;

l) Tourist/visitor surveys;

m) Origin-destination/traffic surveys;

n) Socio-economic/community survey;

o) Photographic documentation;

p) Condition assessment of existing buildings/infrastructure;

q) Hydrology/drainage assessment where applicable.

iii. Infrastructure investigation:

The Agency shall perform a detailed review of available data of infrastructure services and amenities within the project area.

a) Buildings and other structures: The Agency shall identify the buildings and other structures that need retrofitting, refurbishment and improvement. The list shall be shared with the Client for approval.

b) Utilities: The Agency shall list and locate, from the total station survey and on-site visits, on the existing condition plan, all public utilities and amenities. In addition, the Agency shall identify any utilities and amenities that will require relocation or adjustment, temporary or permanent, for the project.

c) Level of Service: The Agency shall evaluate the level of service that serves the area. If the services are deemed to be adequate for use on this site for future development, the Agency must ensure appropriate space provisions for the same and provide recommendations for upgrading.

iv. Operational Assessment

a) Public mobility assessment
b) Pedestrian movement assessment
c) Traffic circulation assessment
d) Infrastructure Assessment
e) Need assessment and finalization of requirements.

v. Concept Plan

a) Ascertain Client's requirements, examine site constraints & potential; and prepare a design brief for Client's approval.
b) Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
c) Prepare drawings and documents to enable the Client to present the project concepts for approval
d) Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.
e) Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

Deliverables for Stage 1

I. Site assessment and requirements Presentation

II. Preliminary Concept Plan including:

a) Vision, Design Philosophy & Key Components
b) Development Programme
c) Conceptual site plan/master plans at appropriate scale
d) Schematic landscape plan and strategy
e) Schematic site sections
f) Preliminary massing strategies showing heights, footprints, and scale
g) Preliminary building sections and elevations Summary spreadsheets as appropriate listing all area facility requirements component wise.
h) Plan for retrofitting of buildings and other structures identified.
i) Plan for relocation/ conservation of utilities (if any)

III. PowerPoint presentation summarizing the above deliverables.

IV. 3D Walk through / animation / video (minimum 3 mins)

V. At least 10 indicative images rendered to give the idea of the design concept that cover most of the design features and explain the designs adequately.

B. Stage 2 – Schematic Design

It should include:

- integrated Master Plan;
- individual precinct plans for all five nodes;
- conservation strategy;
- circulation/mobility plan;
- landscape/ecology strategy;
- interpretation strategy;
- infrastructure/utilities plan;
- phasing;
- preliminary cost plan;
- preliminary implementation plan.

Deliverables for Stage 2

(i) Narrative report incorporating graphic diagrams, layouts, project details, and summary spreadsheet(s)

(ii) 2D and 3D CAD drawings for site/buildings.

(iii) Preliminary Architectural drawings and Details of the proposed project

(iv) 3-minute animation video(s) showing the development character and salient features.

(v) "Sketch-up" level 3-dimensional diagrammatic perspective Final Conceptual Plans and Details.

(vi) Final Project Report, Including:

- *Urban Design Analysis*
- *Traffic Impact Analysis with Future Projections*
- *Infrastructure Analysis*

(vii) 3D Walk through animation / video of interior and exterior spaces

(viii) Preliminary Design Basis Reports for Structure, MEP, HVAC, Lighting and Security.

(ix) Preliminary cost Estimate

(x) At least 10 indicative images rendered to give the idea of the schematic design intent.

(xi) Final approved Master Plan Physical Model.

*Please note – Wherever the Consultant is required to prepare photographs, videos, animations, marketing brochures or document the entire project using professional services, the Consultant shall be required to provide the client with 3 options for vendors providing such services. The vendor will eventually be selected by the client in consultation with the agency at no additional cost.

C. Stage 3 – Approvals

i) Work with client and local authorities to obtain the approval of layout plan & drawings from the competent authority/ies, and ASI, State Archaeology, local planning/development authority, fire services, environment/forest authorities, Pollution Control Board, utilities, IWAI, road authorities and other statutory agencies as applicable, according to the local Acts, laws, Regulations etc. and prepare, submit, follow up,

respond to observations and revise documents until approvals are obtained. The approved/modified layout plan and drawings are to be submitted to the employer.

ii) Submit all necessary documents including but not limited to drawings, calculations, design basis reports, and any relevant data required for approval process.

iii) The same is applicable for all disciplines including any models and/or simulations that may be required for MEPF, Structure, and Fire and Life Safety.

[1]Deliverables for Stage 3

(i) List of applicable codes and standards

(ii) All layout plans, building sections, elevations, and drawings relevant for the purpose of obtaining approvals from the concerned authorities.

(iii)Area calculations.

(iv)*Structural and MEP Design Basis Reports for the purposes of obtaining approvals*

(v) Structure and MEP drawings for the purpose of obtaining approvals

D. Stage 4 – Preparation of Detailed Design, DPR, Cost Estimates and GFC Documentation

After approval of schematic design by the client, coordinate with the client and other consultants as necessary to prepare detailed design drawings. The Consultant will prepare fully coordinated detailed design drawings, specifications and schedule of quantities in detail to prepare final estimate of cost for Technical approval from Client.

The DPR should include:

- design reports;
- drawings;
- calculations;
- specifications;
- BOQ;
- detailed estimates;
- rate analysis for non-schedule items;
- implementation schedule;
- procurement/package strategy;
- environmental/social management provisions;
- O&M requirements;
- risk register.

The drawings shall include:

i) <u>Landscape Design Drawings for Open and Public Spaces</u>

1. Consolidated facilities architectural and engineering drawings including plans, sections, and elevations, and 3d model in CAD and PDF (interior and exterior). The scope shall consist of the following:

a) Complete site plan/master plan(s) showing location of all buildings, roads etc. along with open spaces, building locations, green areas, planting etc.

[1] All fees for the statutory approvals will be reimbursed to the Consultant on actuals.

b) Landform and grading plan
c) Fully coordinated drawings for all buildings and facilities including layouts, sections, elevations, details as applicable Preparation of detailed drawings for all disciplines including civil, structure, MEPF, etc as specified above Surface drainage design and water management plan
d) Irrigation design details
e) Open space design specifications - hard and soft areas.
f) Planting design - type, location, and quantity
g) Landscape structures and features
h) Garden Furniture design specifications
i) Illumination/ Lighting Plan
j) Signage Plan

ii) <u>Master Planning & Architectural Design for Structures</u>

2. Consolidated facilities architectural and engineering drawings including plans, sections and elevations, and 3D model in CAD and PDF (interior and exterior). The scope shall consist of the following:

a) Complete site plan showing location of all components.
b) All building plans showing structural system, circulation cores etc.
c) Building Sections & Elevations showing building services and proposed finishes
d) Typical elevation guidelines showing Fixed Elements with all details.
e) General notes indicating material extents and any special conditions.
f) Finishes Plan with all specifications for flooring, walls, and ceilings.
g) Preparing & producing cost estimate with specification/drawings for tender.
h) Detailed and final area statement
i) Final Design Basis Reports
j) *Final design views, 3D perspectives, animations of interior and outdoor spaces*

3. Interior Design (Fixed Elements):

a) Interior layouts showing furniture etc.
b) Wall and ceiling finishes and specifications
c) Elevations of each room showing building services and proposed finishes
d) Finishes plan with all specifications for flooring, walls, and ceilings
e) Reflective ceiling plans showing plasterwork / beams
f) Lighting & Electrical plans
g) Flooring plan

Deliverables for Stage 4

1. *Narrative report incorporating graphic diagrams and summary spreadsheet(s)*
2. *Prepare detailed design drawings including floor plans, typical elevation & sections, material palette for façade and floors; incorporating the client's suggestions /feedback*

3. *The structural grid, vertical shafts, horizontal ducts, and location of all electro-mechanical services /back-ups needs to be coordinated on the floor plan, sections and elevations. All working levels need to be established, as per the contour profile of the site.*
4. *Prepare statutory drawings and documents for approval from Town Planning authorities.*
5. *Preparation of Detail BOQ & cost estimate as per applicable Schedule of Rate (SoR).*
6. *Prepare estimate as per OPWD/applicable norms. The estimate shall also include the items which are not present in OPWD norms, on prevailing market rate along with justification and specification.*
7. *Material palette & broad specifications with sample images, etc.*
8. *List of applicable codes and standards.*
9. *Sketches/ Final schematic drawings of non-negotiable design elements such as urban furniture, lighting fixtures and art installations.*
10. *Detailed structural design duly vetted by any national institute of repute*
11. *Detailed design of MEP, HVAC, Firefighting etc. along with coordinated drawings with all services.*
12. *Detailed tender drawing set, sufficient to explain the overall scheme, use of materials, construction technology or typical detailed proposed, etc.*
13. *Detail Estimates and technical specifications of various items proposed in the design*
14. *Preparation and issue of GFC*

E. Stage 5 – Preparation of Tender Documents

The Consultant shall prepare complete tender/bid documents for procurement of works under such contracting/package structure as may be approved by the Authority, including item-rate, EPC/turnkey or other appropriate mode. The Consultant shall present the tender document to "tender review committee" and incorporate and modifications suggested.

1. Prepare tender drawings, specifications and schedule of quantities in detail to prepare final estimate of cost for Technical approval from Client. The tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
2. The Consultant shall prepare the appropriate bidding documents for selection of the Works Contractor(s)/Executing Agency(ies) under the procurement/package mode approved by OB&CC, based on the applicable Government of Odisha Standard Bidding Documents and other applicable procurement requirements. The Consultant shall present the tender document to "tender review committee" and incorporate the modifications suggested.
3. The Consultant shall also provide **bid-process assistance, such as**:
    - reply to bidder queries;
    - prepare corrigenda/addenda;
    - attend pre-bid meetings;
    - evaluate technical submissions when requested;
    - assist in tender evaluation/clarifications;
    - assist in finalisation of contract documents.

Deliverables for Stage 5

1. *Technical specifications, finishes, list of approved makes, owner's requirements documents for the purpose of floating a tender for appointment of contractor.*
2. *Detailed tender drawing set, sufficient to explain the overall scheme, Presentation of final Conceptual design, use of materials, construction technology or typical detailed proposed, updating/refining the Stage-2 model if directed by OB&CC.*
3. ***Tender document- Request for Proposal and Agreement on Govt. of Odisha Model***

F. Stage 6 – Construction Monitoring & Supervision

The Consultant shall act as the "Construction Monitoring and Supervision Consultant/Engineer" and provide professional Site supervision, technical review, quality monitoring, contract-administration support, progress monitoring, design coordination, testing and commissioning assistance throughout execution of the Project Works.

The Consultant may discharge these obligations through its own resources or through an approved Specialist Supervision Sub-Consultant / Additional Supervision Consortium Member in accordance with Section:2 of the RFP. Notwithstanding such arrangement, the Selected Consultant shall remain responsible to the Authority for satisfactory performance of the complete Services.

The Construction Supervision Services shall include, but not be limited to:

Pre-Construction Phase

1. The Consultant shall acquaint themselves with the data, drawings, designs, material report and other documents of the Detail Project Report (DPR), Master Plan/ Schematic plan, detail Estimate, block cost estimate, Architectural design, Structural design, MEPF design etc. including detail review and comprehensive due diligence of documents prepared by contractor's and planning/ design Consultants and point out any inconsistencies and inform the Employer. The Consultant shall also develop feasible remedies in order Review the Works Contract, approved DPR, drawings, specifications, Bills of Quantities and statutory approvals, and verify consistency among the Contract documents.
2. The Consultant shall confirm the GFC (Good-for-Construction) Drawing Schedule.
3. The Consultant shall review the Works Contractor's construction programme, mobilisation and resource plan.
4. The Consultant shall review the Works Contractor's construction methodology and sequencing, including temporary-works design procedures.
5. The Consultant shall review the Works Contractor's Quality Assurance Plan and Safety, Health and Environment Plan.
6. The Consultant shall review the procurement schedule for long-lead materials and equipment, and the proposed testing and commissioning plans.
7. The Consultant shall establish reporting, communication and approval protocols for the pre-construction stage.
8. The Consultant shall conduct a pre-construction coordination workshop.
9. The Consultant shall carry out necessary review of topographical survey in comprehensive manner to verify

the correctness of survey data acquired by using survey equipment like Total Station and DGPS, Auto Level; conform and establish the Benchmarks and Control Points in the field and record them; prior to commencement, during construction & post construction of the works.

10. The Consultant shall record the initial measurements jointly with the Contractor and Engineer's representatives.
11. The Consultant shall review all drawings, plans, designs etc. before start of construction of any project and also during the construction period.
12. The Consultant shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Employer may require.
13. The Consultant shall alert the Employer through a separate section named 'Pre Construction' status in their weekly progress report for shifting / relocation and removal of obstructions/ hindrances & challenges like shifting of utility, Land acquisition, Land purchase, Encroachment etc. prior to hand over to the Contractor and also during construction period, During the Pre-Construction Period, the Consultant shall review and recommend for approval of the Drawings furnished by the Contractor and design Consultant along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's / Design consultant's/ Architect's Agreements.
14. The Consultant shall complete such review and send its observations to the Engineer and the Contractor within 7 (Seven) days of receipt of such Drawings; provided, however, that in case of a Major Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
15. The Consultant shall communicate with respective Design Consultants/ Contractors to finalize list of drawings, designs, reports, work schedule and other deliverable documents in order to monitor and track the submittals and approval status during entire life cycle of the projects.
16. The Consultant shall prepare a Construction Supervision Manual — covering the supervision organisation and reporting structure, responsibility and authority matrix, Quality Management Plan, Field Quality Assurance Plan, Inspection and Test Plans, material-approval procedure, shop-drawing and method-statement review procedure, Request for Inspection procedure, non-conformity and corrective-action procedure, measurement and payment-verification procedure, progress-monitoring procedure, safety and environmental-monitoring procedure, change-control and variation procedure, document-control procedure, reporting formats, testing and commissioning procedures, completion and handover procedure, and Defects Liability Period support procedure — and submit it for approval of the Authority, updating it as required.
17. The Consultant shall introduce effective document and project management system from reputed PMIS vendors like WRENCH/ Aconex/ Asite at their own cost throughout the life cycle of the project.

Construction Phase

18. The Consultant shall discharge the duties delegated to it by the Employer in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
19. The Consultant shall issue all necessary instructions to the contractor in consultation with and as delegated by the Employer.

20. The Consultant shall check and control the work to ensure that it is carried out according to contract agreements.
21. The Consultant shall be responsible to perform all works necessary to supervise and monitor the construction of the projects mentioned exclusively in this RFP document and undertaken by OBCC as per the approved drawings, plans etc. The Consultant shall work under the control and guidance of the Employer. In discharging such duties, the Consultant shall ensure accomplishment of construction works as per specifications and implementation program as mentioned in the respective contract agreements.
22. The Consultant shall perform the following duties and exercise the authority given to it by the Employer in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Engineer before determining:
    a. Any Time Extension.
    b. Any additional cost to be paid by the Authority to the Contractor;
    c. Any Change of Scope and
    d. The Termination Payment
23. The Consultant shall submit regular periodic reports, on Daily, Weekly & Monthly and as directed, to the Engineer in respect of its duties and functions under this Agreement. Monthly reports shall be submitted by the Consultant within 7 (seven) days of the beginning of every month.
24. The Consultant shall inform the Contractor about the responsibilities delegated to it by the Employer.
25. The Consultant shall make presentation and apprise the owner for all the projects regarding Scope, Schedule, Cost, Quality, Risk, Resource, Communication, Safety, Procurement, Stakeholder management and Integration of Projects on monthly basis and as & when required by the owner.
26. In cases where the Employer's prior approval in accordance with the provisions of relevant clause of the Contractor's Agreement is required, the Consultant shall ensure that such approvals are taken by the contractor.
27. The Consultant shall assist and advise the Employer on any proposal for Change of Scope including verification of design, drawing and estimate.
28. During the Construction Period, the Consultant shall review and recommend for approval of the Drawings furnished by the Contractor/ design Consultant along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, structural design, architectural designs, Landscape, Mechanical Electrical Plumbing Fire (MEPF) designs etc., all relevant drawings and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's Agreements.
29. The Consultant shall complete such review and send its observations to the Employer and the Contractor within 7 (days) days of receipt of such Drawings; provided, however, that in case of a Major Structure, the aforesaid period of 7 (days) days may be extended up to 15 (fifteen) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
30. The Consultant shall review and recommend for approval of any revised Drawings sent to it by the Contractor and furnish its comments within 5 (Five) days of receiving such Drawings. The final approval of drawing should be authenticated by the Engineer.
31. On a daily basis, the concerned key personnel of Consultant shall inspect the Construction Works, as delegated. Following activities need to be undertaken during the visits.

a. Review of construction including progress, quality and safety of construction
b. Inspection of defects and deficiencies in construction works
c. Witnessing quality inspection tests at labs established by Contractor on a sample basis

32. The Consultant also needs to capture following documents and send the same to the Employer via email on a daily basis:
    a. Scanned copy of filled RFI (Request for Inspection) form including comment on 'Satisfactory /Unsatisfactory' nature of work completed by Contractor
    b. Daily inspection report Proforma as provided in Annexure I
    c. Readings of quality inspection tests witnessed by the Consultant
    d. Minimum 6 high resolution photographs supporting the remarks made by the Consultant in RFI form

33. The Consultant's site personnel shall inspect the Works at the frequency required by the approved Inspection and Test Plans — covering setting out and levels; excavation and foundations; reinforcement and formwork; concrete and structural works; structural steel and long-span systems; waterproofing and roofing; masonry, finishes and façade works; MEPF installations; fire and life-safety systems; acoustics and specialist installations; AV, ICT, stage and theatre systems; landscape and external infrastructure; materials and workmanship; temporary protection and storage; and testing and commissioning — and shall maintain inspection records identifying the location and description of the work inspected, date and time of inspection, relevant drawing and specification, observations and test results, defects or non-conformities, corrective action required, responsibility and target date, and closure status, supported by dated and appropriately identified photographs or videos where necessary to establish condition, progress, quality, defect or corrective action.
34. Team Leader of the Consultant will be responsible for sending daily emails to the Employer (when required).
35. On a monthly basis, the Consultant shall prepare a Monthly Report in accordance with the format prescribed below, setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. All data in the Monthly Progress Report should refer to the preceding month and should be submitted to the Engineer latest by the by 7th day of every month. In case of the last day being a public holiday, the next business day shall be considered. The Monthly progress reports (MPRs) shall not be required when the Defect liability period starts. Please note that the selected bidder shall have to submit such MPRs for each of the projects they've been allotted by the Authority.
36. Key sections of the Monthly Progress Report are as follows:

S No.	Section	Sub-Sections
1	**Project Overview** *(to be limited to 1 page)*	1.1 Salient Features of the Project
		1.2 Project Milestones
		1.3 Location Map
		1.4 Key Plan
2	**Project Progress**	2.1 Detailed Construction progress in current month along with photos – highlighting delays if any from the baseline schedule
		2.2 Detailed layout plan
		2.3 Current issues and recommended actions by Consultant 2.4 Delay analysis with specific responsibilities as per RACI project wise matrix

3	**Critical issues and Action Taken**	3.1 Pending issues and action log including details of all NCR's
		3.2 Obligations as per contract
4	**Physical Progress**	4.1 Detailed physical progress by components and catchup schedule if required
5	**Change of Scope (COS)**	5.1 Status of pending COS proposals
6	**Mobilization of Resources**	6.1 Resource mobilization by contractor/ concessionaire vis a vis requirement as per contractor work program
7	**Risk Matrix**	7.1 The status of risks, and their impact on project schedule, cost, scope & quality
8	**Financial Progress Details**	8.1 Status of payment certificates made to Contractors, their claims and disputes.
		8.2 Financial forecast for the coming month and cost monitoring report.
9	**Summary of quality control Tests**	9.1 Tests witnessed by Consultant
		9.2 Tests conducted by Consultant
10	**Monitoring of maintenance obligations during construction phase**	10.1 Critical issues and 'action taken' log
		10.2 Cumulative defects and deficiencies
		10.3 Status of damages
11	**Safety features**	11.1Pen picture on safety features at construction site
		11.2 Accident report
12	**Annexures**	Annex 1 onwards: Additional details provided by Consultant *(Should include day by day project dairy for preceding month)* *Detail Quality Report as Annexure of Monthly report* *Detail Safety report as Annexure of Monthly report*
13	**IGBC Platinum Compliance Status**	Registration with IGBC, Rating System Selection, Preliminary Assessment / Gap Analysis, Site & Sustainability Planning, Water Efficiency Measures, Energy Efficiency Measures, Materials & Resources Management, Indoor Environmental Quality, Innovation & Design Process, Documentation & Submission, Third-Party Audit / Site Verification, Final Certification

37. In a separate section of the Inspection Report, the Consultant shall describe in reasonable detail the lapses, defects or deficiencies observed during in the construction period. The Consultant shall send a copy of its Inspection Report to the Employer and the Contractor latest by 7th of every month. In case of the last day being a public holiday, the next working day shall be considered.
38. The Monthly Progress report shall also include but not limited to the following:
    a. Brief work summary for the preceding Month, including status of Environmental and Safety issues.
    b. Status of various cost elements such as cost of Work Performed, total payments received by the Contractor up-to-date, and status of advances and the status of financial securities. The comparison of the cost elements with the Cost Baseline shall be reflected in the report along with the schedule performance index, schedule variance, and cost variance.
    c. Status of project duration, by comparing the progress with the Schedule Baseline.
    d. The output of project management in the form of Gantt chart, S curve, comparison with the baseline

data.

e. The summary of variations and change orders made during the quarter and their impact on the project.
f. Updated baselines for Scope, Cost and Schedule.
g. Consultant's mobilization proposal for the quarter
h. Documentation on Lessons Learnt including the causes of issues, reasoning behind the corrective action chosen.

The monthly progress reports (MPRs) shall be submitted during the Defect liability period also. Please note that such MPRs shall have to be submitted by the selected bidder for each project that has been allocated to it by the Authority.

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

Employer, prescribed for each category or type of test for quality control by the Contractor.

44. The timing of tests referred to in Clause 34 (above), and the criteria for acceptance/rejection of their results shall be determined by the Consultant in accordance with the Contractor's Agreement. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice and all prevalent norms and codes.
45. In the event that results of any such tests conducted, establish any Defects or deficiencies in the Works, the Consultant shall require the Contractor to carry out remedial measures.
46. The Consultant, when delegated by the Employer, may instruct the Contractor to execute any work which is urgently required for the safety of the Project (Buildings or any other structure), whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of relevant Clause of Contractor's Agreement shall apply.
47. In the event that the Contractor fails to achieve any of the Project Milestones, the Consultant shall undertake a review of the progress of construction and identify potential delays, if any. If the Consultant shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Consultant shall review the same and send its comments to the Employer and the Contractor forthwith.
48. The Consultant shall obtain from the Contractor, on behalf of the Employer, a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to relevant clauses of Contractor's Agreement.
49. Consultant may recommend to the Employer for suspension of the whole or part of the Works if the work threatens the safety of the Users, pedestrians or public in general. After the Contractor has carried out remedial measures, the Consultant shall inspect such remedial measures forthwith and make a report to the Employer recommending whether or not the suspension hereunder may be revoked.
50. If the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Employer to inspect such works, the Consultant may inspect the suspended works, on behalf of the Employer within 3 (three) days of receiving such notice, and make a report to the Employer forthwith, recommending whether or not such suspension may be revoked by the Employer.
51. The Consultant shall be responsible for the overall Risk Management of the projects mentioned in this RFP document. This is a vital area of focus, as a part of overall project management. Risks affecting the project have to be identified and listed along with the analysis. The risk management shall include, but not be limited to the following:
    a. To identify and record the risks that shall affect the project and analyze the root cause of the risks;
    b. To categorize the risks as external, internal, technical, legal or unforeseen;
    c. To perform a qualitative analysis of the risks and rank them;
    d. To assess the likelihood of their occurrence, their urgency and potential impacts, give recommendations for overcoming the issues along with the time required for their solution to keep the project on schedule, cost and within scope;
    e. To plan responses for the risks, to avoid, transfer, mitigate or accept the risks;
    f. To get ready with contingency plans and fallback plans that would keep the project on track;

g. To indicate the Employer regarding the Reserves for Schedule and Cost.

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

Supervision during Defect Liability Period

53. The Consultant shall monitor the defects in Defect Liability Period till the tenure of the Contract period.
54. The Consultant is required to prepare and send the Quarterly Progress Reports (QPR) to the Employer during the Defect Liability Period.

Assistance in Dispute Resolution

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

Determination of Costs and Time

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

Payments Certification

59. The Consultant shall recommend to the Employer to withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Consultant in accordance with the provisions of the Contractor's Agreement.
60. The Consultant shall, within 7 (seven) days of receipt of the Stage Payment Statement from the contractor, determine the amount due to the Contractor and prepare on behalf of the Employer, an Interim Payment Certificate, recommending the release of the amount as per the terms of the Contractor's Agreement.

Act as "The Engineer" for the Project

61. Consultant shall act as "The Engineer" for all projects assigned to them by the Employer. Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference' and shall be fully responsible for supervising the Contractor's work, administering the works contract, certifying payments to the Contractor, issuing and evaluating variations to the contract, recommending extension of time, determining

the Compensation events and any other tasks vested upon them in accordance with the provisions of the Contractor's Agreement and other schedules. The Consultant shall take prior approval of Employer in writing, before officially issuing any document to the Contractor.

62. Any failure of the Consultant in notifying to the Employer and the Contractor on non-compliance of the provisions of the Contractor's Agreement and other schedules by the Contractor, non-adherence to the provision of this ToR and non- adherence to the time schedule prescribed under this ToR shall amount to non-performance.
63. The Consultant shall appoint its authorized representative, who shall make recommendations on behalf of it, to the Employer. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

Deliverables for Stage 6

The Consultant shall submit, inter alia:

a. Construction Supervision Manual and Quality Management Plan;
b. approved staffing and deployment schedule;
c. reviewed construction programme and periodic updates;
d. GFC drawing schedule and design-clarification register;
e. reviewed shop drawings, working drawings and method statements;
f. material, inspection, testing and quality-control records;
g. daily site records and weekly, monthly and quarterly reports;
h. RFI, NCR and corrective-action registers;
i. payment-certification and measurement records;
j. variation, Change-of-Scope and claim-assessment reports;
k. delay analyses and recovery-programme assessments;
l. heritage, safety and environmental compliance reports;
m. risk register and action-tracking register;
n. photographic and digital progress records; and
o. snag lists and rectification records.; and
p. such other reports and records as required by the Authority.

G. Stage 7 – Completion, Commissioning , Hand over& Support during DLP

The Consultant shall:

a. supervise and witness testing and commissioning;
b. undertake final inspections and prepare snag/punch lists;
c. verify rectification of defects and completion of outstanding work;
d. assist in obtaining completion, occupancy and other statutory certificates;
e. review and certify as-built drawings;
f. compile asset registers and equipment schedules;
g. review operation-and-maintenance manuals;

h. verify warranties, guarantees, test certificates and statutory records;

i. assist in final measurement and final-account review;

j. prepare the completion and handover report;

k. assist in training the Authority's operation-and-maintenance personnel; and

l. submit the complete digital Project archive.

Deliverables for Stage 7

1. *Testing and commissioning records;*
2. *Final inspection and snag-closure reports;*
3. *asset registers, O&M manuals, warranties and guarantees;*
4. *final measurement and account-assistance records;*
5. *Final Completion and Close-out Report*
6. *DLP Inspection Reports*
7. *Final Defect Closure Report*
8. *Assist in Obtaining Completion / Occupancy certificate from statutory authorities with complete cooperation from client.*
9. *completion and handover report;*
10. *Issue two sets of as-built drawings including services and structures at the end of Construction period. The drawings should be submitted in hard bound format, and the soft files of the drawings should be submitted in editable/native digital formats together with PDF and such digital storage/document-management platform as directed by OB&CC.*

5. Timelines / Milestones for Deliverables

Sl. No.	Description of Items	Corresponding time frame from Date of Issuance of LOA
Part A – Pre-Construction Stage		
1	Deliverable for Stage 1 – Concept Design	End of Week 6
2	Deliverable for Stage 2 – Schematic Design	End of Week 12
3	Deliverable for Stage 3 – Approvals	End of Week 18
4	Deliverable for Stage 4 – Preparation of Detailed Design	End of Week 24
5	Deliverable for Stage 5 – Preparation of Tender Documents	End of Week 36
Part B – Construction Supervision Stage		
6	Deliverable for Stage 6 – Construction Monitoring & Supervision	End of Week 36 onwards
7	Deliverable for Stage 7 – Completion, Commissioning and hand over	End of Project
Part C – Post-Completion Stage		
8	Defects Liability Period support	

6. Teaming Arrangements

The Consultant shall deploy a multidisciplinary team of suitably qualified and experienced professionals for satisfactory performance of the Services. The team shall be adequate for simultaneous and/or overlapping activities at **Udayagiri,**

Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park and shall cover the complete assignment from planning and design through Construction Monitoring & Supervision, commissioning and handover.

6.1 The personnel indicated below represent the **minimum core professional team**. The Consultant shall deploy additional specialists, supporting professionals and site personnel wherever required for satisfactory performance of the Scope of Services, without limiting its obligations under the Contract.

A. Key Experts – Planning, Design, DPR & Tender Stage

Sl.	Position	Minimum Qualification	Minimum Years of Experience / Project-Specific Requirement	Indicative Role
A1	**Principal Architect / Team Leader**	B.Arch.; Master's in Architecture/Urban Design/related field desirable	**20 years** overall experience; substantial experience in leading multidisciplinary architecture/ master-planning assignments, preferably major heritage, cultural, tourism, institutional or public-realm projects.	Overall Project Lead; design vision; integration of all five nodes; coordination with OB&CC and stakeholders; responsibility for all design deliverables
A2	**Master Planner / Urban & Tourism Planner**	B.Arch./B.Plan. with Master's in Urban/Regional/City Planning or equivalent	**15 years**; experience in large master plans/tourism destinations/heritage precincts; experience in visitor movement, infrastructure and destination planning desirable	Integrated Buddhist Circuit Master Plan; land use; carrying capacity; mobility; tourism infrastructure; phasing
A3	**Heritage Conservation Specialist / Conservation Architect**	B.Arch. with Master's/Postgraduate qualification in Architectural Conservation/Heritage Conservation or equivalent	**15 years**; experience in conservation/planning of protected monuments, archaeological sites, heritage precincts or comparable cultural properties; ASI/State Archaeology experience desirable	Heritage conservation framework; heritage-impact sensitivity; intervention guidelines; coordination with archaeological/statutory authorities
A4	**Archaeologist / Buddhist Heritage Expert**	Master's/Doctorate in Archaeology/Ancient History/Buddhist Studies or equivalent	**15 years**; demonstrated work relating to archaeological/heritage sites; experience with Buddhist heritage desirable	Archaeological significance; authenticity; historical interpretation; protection zones; archaeological inputs for all interventions
A5	**Landscape Architect**	B.Arch./BLA with Master's in Landscape Architecture or equivalent	**12 years**; experience in major landscape/public-realm projects; heritage/tourism precinct experience desirable	Cultural landscape, public realm, planting, ecological restoration, viewpoints, pedestrian experience and site-sensitive landscape interventions
A6	**Structural Engineer / Structural Conservation Specialist**	B.E./B.Tech. Civil; M.E./M.Tech. Structural Engineering desirable	**15 years**; experience in structural design of major buildings/infrastructure; conservation/retrofitting of heritage structures desirable	Structural design, assessment, conservation/retrofitting inputs, constructability and structural safety
A7	**Infrastructure / Civil Engineer**	B.E./B.Tech. Civil; postgraduate qualification desirable	**12 years**; integrated infrastructure for large institutional/tourism/urban development projects	Roads, drainage, water supply, sewerage, utilities, parking and site-development infrastructure

Sl.	Position	Minimum Qualification	Minimum Years of Experience / Project-Specific Requirement	Indicative Role
A8	**MEP & Sustainability Expert**	B.E./B.Tech. Electrical/Mechanical or equivalent	**12 years**; major public/institutional/tourism buildings; sustainable systems experience	Electrical, HVAC, plumbing, fire services, energy efficiency, renewable energy and integrated MEP coordination
A9	**Museologist / Interpretation & Visitor Experience Specialist**	Postgraduate qualification in Museology/Heritage Interpretation/Design/History or relevant discipline	**12 years**; museum/interpretation/visitor-experience projects, preferably heritage/cultural destinations	Interpretation strategy, storytelling, visitor journey, galleries/exhibits, digital/interactive interpretation and Buddhist Circuit narrative
A10	**Tourism & Destination Development Expert**	Master's in Tourism Planning/Management or equivalent	**12 years**; destination development, heritage/cultural tourism and tourism infrastructure	Tourism product strategy, visitor facilities, destination management, circuit integration and economic/tourism activation
A11	**Transport / Mobility Planner**	B.E./B.Tech. Civil/Transport Planning or Master's in Transport Planning	**10 years**; mobility planning for major tourism/urban/public projects	Access, circulation, parking, pedestrian movement, EV/shuttle strategy, universal accessibility and traffic management
A12	**Quantity Surveyor / Cost & Procurement Expert**	B.E./B.Tech. Civil or equivalent; QS/Construction Management qualification desirable	**12 years**; DPR costing, BOQ, rate analysis and tender documentation for major projects	Cost estimates, BOQ, rate analysis, packaging, tender documents and procurement assistance

Special requirement for Dhauli

The **Principal Architect, Master Planner, Heritage Conservation Specialist, Archaeologist/Buddhist Heritage Expert, Landscape Architect and Interpretation Specialist** shall jointly develop the concept for **Dhauli Peace Park as the "Peace and Transformation Node"**, integrating the narrative of the Kalinga War, Emperor Ashoka's transformation, Dhamma, peace, compassion and non-violence into the spatial, landscape and visitor-experience strategy.

B. Key Experts – Construction Monitoring & Supervision Stage

Sl.	Position	Minimum Qualification	Minimum Years of Experience / Project-Specific Requirement	Indicative Role
B1	**Project Director / Construction Supervision Team Leader**	B.E./B.Tech. Civil; postgraduate qualification in Construction/Project Management desirable	**20 years** overall; minimum **10 years in supervision/PMC** of major building /heritage /tourism /infrastructure projects	Overall supervision leadership; contract administration; coordination with OB&CC; progress, quality, cost and risk management
B2	**Resident Engineer / Construction Manager**	B.E./B.Tech. Civil	**15 years overall**; minimum **8 years** in construction supervision of major building/infrastructure projects	Day-to-day site supervision; contractor coordination; programme monitoring; quality and progress control

Sl.	Position	Minimum Qualification	Minimum Years of Experience / Project-Specific Requirement	Indicative Role
B3	**QA/QC Engineer**	B.E./B.Tech. Civil	**10 years overall**; minimum **5 years** in QA/QC of major building/ infrastructure projects	Quality plans, ITPs, material approvals, laboratory/field tests, NCRs and quality records
B4	**MEP Engineer / Coordinator**	B.E./B.Tech. Electrical/Mechanical	**10 years overall**; minimum **5 years** in MEP works of major building/ infrastructure projects	MEP coordination, installation supervision, testing and commissioning
B5	**Planning & Monitoring Engineer**	B.E./B.Tech. Civil; Primavera/MS Project proficiency	**10 years overall**; minimum **5 years** in planning/monitoring of major building/ infrastructure projects	Baseline programme, CPM, progress measurement, recovery schedules, dashboards and delay analysis
B6	**Quantity Surveyor / Contract & Billing Engineer**	B.E./B.Tech. Civil or equivalent	**10 years overall**; minimum **5 years** in quantity surveying/billing of major building/ infrastructure projects	Measurements, bills, variations, rate analysis, claims support, quantity reconciliation and final accounts
B7	**Heritage Conservation Site Expert**	Architecture/Civil/Conservation qualification with PG specialisation in Conservation desirable	**12 years overall**; minimum **5 years** in site-level conservation/heritage works experience	Supervision of heritage-sensitive interventions; conservation materials/ methods; protection of archaeological resources

Deployment at multiple sites

The above supervision team shall not be construed as a single-site team. Considering that Works may be undertaken simultaneously at Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park through one or more construction packages, the Consultant shall deploy adequate **site-specific Resident Engineers, Assistant Engineers, Inspectors, Quantity Surveyors and other supporting personnel** commensurate with the number, value, nature and concurrency of the Works packages.

The Consultant shall ensure that each active major construction package/site has adequate resident supervision during execution. Deployment shall be proposed in the Technical Proposal and subsequently adjusted, with approval of OB&CC, to suit the actual construction packaging and programme.

C. Non-Key / Specialist Experts – As Required

Sl.	Specialist	Minimum Years of Experience	Requirement
C1	Senior Architect/Design Coordinator	12 years	As required
C2	Structural Specialist	12 years	As required
C3	Landscape/Horticulture Specialist	10 years	As required
C4	Safety, Health and Environment Expert	8 years	As required
C5	Interpretation/Exhibition Implementation Expert	10 years	As required
C6	Geotechnical Engineer	10 years	As required
C7	Hydrology and Drainage Expert	10 years	As required
C8	Water Supply and Sanitation Expert	10 years	As required
C9	Fire and Life-Safety Expert	10 years	As required
C10	ICT/Smart Infrastructure Expert	8 years	As required
C11	Audio-Visual/Multimedia Specialist	8 years	As required
C12	Wayfinding/Signage/Graphic Design Expert	8 years	As required
C13	Universal Accessibility Expert	8 years	As required
C14	Environmental/Ecology Expert	10 years	As required

Sl.	Specialist	Minimum Years of Experience	Requirement
C15	GIS/Remote-Sensing Expert	8 years	As required
C16	BIM/Digital Coordination Manager	8 years	As required
C17	Survey/Geomatics Expert	10 years	As required
C18	Lighting Designer	8 years	As required
C19	Security and Surveillance Expert	8 years	As required
C20	Tourism Economics/Financial Expert	10 years	As required
C21	Social and Stakeholder Consultation Expert	10 years	As required
C22	Buddhist History/Art/Iconography Expert	10 years	As required
C23	Conservation Materials Specialist	10 years	As required

D. Supporting Site Supervision Personnel

Position	Minimum Qualification	Minimum Experience
Assistant Resident Engineer – Civil	Degree/Diploma in Civil Engineering	7 years
Site Engineer – Civil	Degree/Diploma in Civil Engineering	5 years
Site Engineer – MEP	Degree/Diploma in Electrical/ Mechanical Engineering	5 years
Site Engineer – Landscape	Degree/Diploma in relevant discipline	5 years
Quantity Surveyor / Billing Engineer	Degree/Diploma in Civil Engineering	5 years
QA/QC Inspector	Degree/Diploma in Civil Engineering	5 years
Safety Officer	Recognised Safety qualification	5 years
Surveyor	Diploma/ITI/recognised Survey qualification	5 years
Document Controller / MIS Coordinator	Graduate with relevant experience	5 years

The number and deployment of Supporting Site Supervision Personnel shall be commensurate with the actual number of active Works packages/sites and shall be included in the Consultant's Construction Monitoring & Supervision obligations and Accepted Consultancy Fee, except for approved Extended Supervision beyond the contemplated construction period in accordance with the Contract.

E. Relationship with Specialist Supervision Sub-Consultant / Additional Consortium Member

6.2 Supervision Team Arrangement

The Key Experts and supporting personnel required for Construction Monitoring & Supervision may be provided:

(a) directly by the Consultant/shortlisted Consortium/JV from its own qualified resources;
(b) through an approved Specialist Supervision Sub-Consultant; or
(c) through an approved Additional Supervision Member admitted as the additional member of the Consortium/JV in accordance with Section II.

Where option (b) or (c) is adopted, the proposed specialist supervision entity shall have successfully completed/ substantially completed **at least two Construction Supervision/PMC assignments involving heritage, tourism or building-infrastructure projects, each having a minimum project cost of ₹400 crore**, in accordance with the eligibility provisions of Section II.

Engagement of such entity shall not dilute or transfer the responsibility of the Consultant and Lead Member under the Contract.

7. Expected Schedule For Completing The Assignment

7.1 General

The Consultant shall perform the Services in accordance with the following indicative milestone schedule, reckoned from the **Date of Issuance of the Letter of Award / Effective Date**, as applicable under the Contract.

The programme shall cover the complete Consultancy for the integrated development of **Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park**, together with associated heritage, tourism, mobility, infrastructure, interpretation, landscape, public-realm and approved **riverfront/cruise infrastructure** components forming part of the Buddhist Circuit.

The Consultant shall prepare and submit, within the Inception Stage, a detailed integrated Work Programme showing all activities, sub-activities, dependencies, statutory interfaces, review periods, approvals, inter-disciplinary coordination and deliverables.

The Stages may overlap wherever technically appropriate and approved by the Authority, provided that the prescribed quality, completeness and milestone requirements are achieved.

7.2 Milestone Schedule

Stage	Description	Target Time from Effective Date
Stage 1	Baseline Studies, Surveys, Investigations, Inception and Concept Master Plan	**End of Week 6**
Stage 2	Schematic Design and Integrated Master Plan	**End of Week 12**
Stage 3	Statutory Approval Submissions and Design Development	**End of Week 18**
Stage 4	Detailed Design, DPR, Cost Estimates and GFC Documentation	**End of Week 24**
Stage 5	Tender Documentation and Procurement Assistance	**End of Week 36**
Stage 6	Construction Monitoring & Supervision	**From commencement of the relevant Works Contract(s) until completion of the Construction Works**
Stage 7	Testing, Commissioning, Completion, Handover and DLP-related Support	**From substantial/physical completion through commissioning, handover and completion of the specified post-construction obligations**

7.3 Stage 1 – End of Week 6

By the end of Week 6, the Consultant shall complete, to the extent prescribed under the TOR:

a. mobilisation and Inception activities;
b. review of available baseline information;
c. topographical, physical, infrastructure and other required surveys/investigations;
d. assessment of heritage, archaeological, environmental and tourism context;
e. stakeholder consultations as required;
f. preliminary carrying-capacity assessment;
g. Circuit-level development vision;

h. initial Concept Master Plan for all five nodes;
i. preliminary mobility, landscape, interpretation and infrastructure strategy; and
j. preliminary concept for Dhauli as the **Peace and Transformation Node**.

7.4 Stage 2 – End of Week 12

By the end of Week 12, the Consultant shall complete the **Schematic Design and Integrated Master Plan**, including:

a. integrated spatial planning of Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park;
b. node-wise schematic development proposals;
c. circulation, mobility, parking and visitor-flow planning;
d. public-realm and landscape framework;
e. architectural and built-form concepts;
f. interpretation and visitor-experience strategy;
g. tourism-support infrastructure;
h. utility and infrastructure framework;
i. sustainability strategy;
j. preliminary riverfront/cruise infrastructure concept, wherever approved; and
k. phasing and implementation strategy.

7.5 Stage 3 – End of Week 18

By the end of Week 18, the Consultant shall complete the required **Design Development and Statutory Approval Submissions**, including:

a. development of the approved Schematic Design;
b. preparation of drawings/documents required for statutory submissions;
c. coordination with ASI, State Archaeology, local authorities and other statutory bodies, as applicable;
d. heritage/archaeological compliance inputs;
e. fire, accessibility, environmental and infrastructure-related approvals, where applicable; and
f. incorporation of observations received from statutory authorities within the Consultant's Scope.

The target of Week 18 shall apply to **submission/readiness of the required approval documents**. Time taken independently by statutory authorities for processing shall be dealt with in accordance with the Contract and shall not automatically be treated as delay attributable to the Consultant.

7.6 Stage 4 – End of Week 24

By the end of Week 24, the Consultant shall complete the **Detailed Design, DPR, Cost Estimates and GFC Documentation**, including, as applicable:

a. architectural drawings;
b. conservation drawings;
c. structural designs;
d. civil and infrastructure designs;
e. MEP designs;
f. landscape and public-realm designs;
g. mobility and traffic-related designs;
h. interpretation, museum/exhibition and visitor-experience designs;
i. digital/AV systems;
j. tourism infrastructure;
k. riverfront/cruise infrastructure, where included in the approved Scope;
l. detailed specifications;
m. BOQs and rate analyses;

n. cost estimates;
o. implementation/package strategy; and
p. Good-for-Construction documentation as prescribed under the TOR.

7.7 Stage 5 – End of Week 36

By the end of Week 36, the Consultant shall complete the **Tender Documentation and Procurement Assistance** required under the TOR, including:

a. construction-package strategy;
b. tender drawings;
c. technical specifications;
d. BOQs and schedules;
e. Employer's Requirements/Scope of Works, as applicable;
f. technical qualification requirements;
g. assistance in preparation/finalisation of tender documents;
h. response to technical queries during procurement;
i. participation in pre-bid meetings where required;
j. technical evaluation assistance; and
k. other procurement support specified under the TOR.

The **36-week target period shall apply to Stages 1 to 5**.

7.8 Stage 6 – Construction Monitoring & Supervision

Stage 6 shall commence from the date of commencement of the relevant Construction Works/package(s) and shall continue throughout the **actual Construction Period** until physical completion of the respective Works.

The Consultant shall provide Construction Monitoring & Supervision in accordance with the TOR, including supervision of all approved Project components such as:

a. heritage conservation and precinct-development works;
b. buildings and visitor facilities;
c. roads, circulation and mobility infrastructure;
d. water supply, sewerage and drainage;
e. electrical, mechanical, fire and other MEP works;
f. landscape and public realm;
g. interpretation, museum, exhibition and digital systems;
h. external utilities and infrastructure; and
i. **riverfront/cruise infrastructure**, where included in the Works packages.

Where different sites/packages commence at different dates, the Consultant's Stage 6 obligations shall apply **package-wise and concurrently**, as necessary.

The Consultant shall deploy adequate resident and specialist supervision personnel commensurate with the number, value, nature and concurrency of the Works packages. The existing TOR already recognises that the five locations may proceed simultaneously and requires site-specific deployment accordingly.

7.9 Stage 7 – Completion, Commissioning and Handover

Stage 7 shall commence progressively as individual Works/packages approach completion and shall continue until satisfactory completion of all prescribed completion-related Services.

Stage 7 shall include, as applicable:

a. testing and commissioning;
b. final inspections;
c. preparation and monitoring of snag/punch lists;
d. verification of rectification;
e. completion/occupancy and other statutory approvals;
f. verification of as-built drawings;
g. asset registers;
h. warranties and guarantees;
i. O&M manuals;
j. final measurement/account assistance;
k. completion reports;
l. handover documentation;
m. digital archive of drawings/models and Project records; and
n. assistance during the Defects Liability Period as specified in the TOR and Contract.

7.10 Overlapping and Package-wise Implementation

The Consultant shall recognise that the Project may be implemented through multiple Works Contracts/packages across the five nodes and associated infrastructure.

Accordingly:

a. stages and activities may overlap;
b. different packages may be at design, procurement, construction and commissioning stages simultaneously;
c. the Consultant shall maintain integrated coordination across all such packages; and
d. such overlap shall not relieve the Consultant from meeting the overall milestones or providing adequate personnel.

The detailed programme shall identify assumptions regarding commencement and sequencing of the Works packages.

7.11 Review and Approval Periods

The Consultant shall allow for reasonable Authority review periods and statutory-interface requirements in the detailed Work Programme.

Where delay arises solely from:

- delayed decision/instruction by the Authority;
- statutory processing beyond the Consultant's reasonable control;
- material change in Scope;
- suspension instructed by the Authority;
- Force Majeure; or
- other causes not attributable to the Consultant, the resulting time consequences shall be dealt with in accordance with the Consultancy Agreement.

The Consultant shall notify the Authority promptly and submit the resulting programme impact. Any extension shall be determined in accordance with the Contract.

7.12 Detailed Programme and Updating

Within the period prescribed for the Inception Report, the Consultant shall submit a detailed **Gantt/CPM-based Work Programme** covering:

- activities and sub-activities;
- responsibility of Key Experts;
- inter-disciplinary dependencies;

- submission dates;
- OB&CC review periods;
- statutory approvals;
- tender-package development;
- Works-package commencement assumptions;
- Construction Supervision deployment;
- testing and commissioning; and
- handover.

The programme shall be updated periodically and whenever material changes occur in the Project packaging, construction sequence or approved implementation strategy.

8. CONSULTANCY FEE AND PAYMENT TERMS:

8.1 General

8.1.1The Consultant shall quote a **comprehensive Consultancy Fee** for performance of the complete Services specified in this RFP, including all professional inputs, personnel, specialist services, surveys and investigations, travel, site visits, documentation, coordination, overheads and other costs necessary for satisfactory completion of the Assignment, except such reimbursable/statutory payments as are expressly identified separately in this RFP.

8.1.2 The Consultancy Fee shall cover the complete professional services from inception through Master Planning, Design, DPR Preparation, Tender Assistance, Construction Monitoring & Supervision, completion, commissioning and handover of the Project comprising Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park, together with associated infrastructure and approved Project components.

8.1.3 The Consultancy Fee shall comprise two principal components:

Part A – Planning, Design, DPR and Tender Assistance Fee; and

Part B – Construction Monitoring, Supervision, Completion and Handover Fee.

8.1.4 Engagement by the Consultant of any approved Specialist Sub-Consultant, including the **Specialist Supervision Sub-Consultant**, or association of an approved Additional Supervision Member as the additional member of the Consortium/JV, shall not by itself entitle the Consultant to any additional fee beyond the Accepted Consultancy Fee.

8.1.5 All payments shall be subject to applicable statutory deductions, taxes and other recoveries in accordance with Applicable Law and the Consultancy Agreement.

8.2 Distribution of Consultancy Fee

For the purpose of milestone-linked payment, the Accepted Consultancy Fee shall be apportioned among the stages of the Assignment as follows:

Stage	Services / Milestone	Percentage of Total Consultancy Fee
Stage 1	**Baseline Studies, Surveys, Investigations, Inception and Concept Master Plan**	10%
Stage 2	**Schematic Design and Integrated Master Plan**	10%
Stage 3	**Statutory Approvals and Design Development**	5%

Stage	Services / Milestone	Percentage of Total Consultancy Fee
Stage 4	**Detailed Design, DPR, Cost Estimates and GFC Documentation**	20%
Stage 5	**Tender Documentation and Procurement Assistance**	10%
Stage 6	**Construction Monitoring & Supervision**	35%
Stage 7	**Completion, Commissioning and Handover**	10%
	TOTAL	**100%**

The above distribution shall form the basis for release of payments and shall not be altered except with the approval of the Authority in accordance with the Consultancy Agreement.

8.3 Payment for Stages 1 to 5

8.3.1 Payments for Stages 1 to 5 shall be deliverable/milestone linked and shall become due upon submission and acceptance/approval by the Authority of the respective deliverables prescribed under the Terms of Reference.

8.3.2 Mere submission of a deliverable shall not constitute achievement of the milestone where the submission is incomplete, materially deficient or does not conform to the RFP, approved brief or directions of the Authority.

8.3.3 Where the Authority communicates observations on a submission, the Consultant shall incorporate the same and resubmit the deliverable within the stipulated period without additional fee.

8.3.4 Review, comments or approval by the Authority shall not relieve the Consultant of its professional responsibility for the correctness, completeness, coordination, constructability and adequacy of its designs, drawings, calculations, specifications, estimates or other deliverables.

8.3.5 Where a Stage comprises multiple approved Project components or locations, the Authority may release proportionate payment against completed and accepted components, provided such components constitute identifiable and usable deliverables.

8.4 Payment for Stage 6 – Construction Monitoring & Supervision

8.4.1 Stage 6 Fee Components

The fee allocated to Stage 6, being 35% of the Accepted Consultancy Fee, shall be released through the following components:

a. Monthly deployment and satisfactory-performance component — **80% of the Stage 6 Fee**;
b. Physical-progress-linked component — **20 % of the Stage 6 Fee**; and

Payment of each component shall be subject to satisfactory performance of the corresponding Services, submission of the prescribed reports and records, deployment of the required Personnel and certification by the Authority in accordance with the Contract.

8.4.2 Monthly Deployment and Performance Component

The 80% monthly component shall be payable in equal monthly instalments over the stipulated construction-supervision period of 36 calendar months.

The monthly amount shall ordinarily be:

$$\frac{80\% \text{ of the Stage 6 Fee}}{36}$$

Payment shall be subject to satisfactory performance during the relevant month, including:

a. deployment of the approved Resident Engineer and Construction Manager;
b. deployment of supporting personnel appropriate to the active work fronts;
c. adequate site supervision and inspection;
d. timely issue of GFC drawings and design clarifications;
e. timely review of Contractor submissions;
f. implementation of QA and QC procedures;
g. maintenance of inspection and testing records;
h. measurement and payment-verification services;
i. progress monitoring and reporting;
j. identification and reporting of defects, delays and risks;
k. review of variations, claims and extension-of-time matters;
l. maintenance of the PMIS and required registers; and
m. satisfactory performance of the other Stage 6 obligations.

Payment shall not become due merely because a month has elapsed where the Consultant has failed materially to provide the required Services.

8.4.3 Physical-Progress-Linked Component

The 20% physical-progress component shall be payable in proportion to certified cumulative physical progress of the Works.

The cumulative physical-progress payment shall be calculated as:

$$\text{Cumulative payment} = 20\ \%\ \text{of Stage 6 Fee} \times \text{Certified cumulative physical progress}$$

For example:

Certified cumulative physical progress	Cumulative physical-progress component payable
10%	2 % of Stage 6 Fee
25%	5 % of Stage 6 Fee
50%	10 % of Stage 6 Fee
75%	15 % of Stage 6 Fee
100%	20 % of Stage 6 Fee

Intermediate payments may be made for actual incremental progress pro-rata basis and need not await achievement of the illustrative milestones above.

8.4.4 Determination of Physical Progress

For purposes of payment of the Stage 6 Fee, **physical progress** shall mean the actual satisfactorily executed and accepted physical work at site and shall not be determined merely by financial expenditure.

Prior to commencement of construction, the Consultant shall prepare, in consultation with the Works Contractor(s), a detailed **Physical Progress Measurement and Weightage Matrix** for approval of the Authority.

The Matrix shall assign appropriate weightages to major work components such as, as applicable:

a. site development and enabling works;
b. civil and structural works;
c. conservation and heritage works;
d. architectural works and finishes;
e. roads, circulation and mobility infrastructure;
f. water supply, sewerage and drainage;
g. electrical, mechanical, fire and other MEP services;
h. landscape and public realm;
i. interpretation, museum, exhibition and digital systems;
j. external infrastructure and utilities;
k. riverfront, waterfront and/or cruise-related infrastructure, where included in the approved Project Scope; and
l. other Project-specific components.

The aggregate weightage shall be 100%.

The approved Physical Progress Measurement and Weightage Matrix shall form the basis for certification of progress for Stage 6 payments.

8.4.5 Multiple Sites and Construction Packages

The Project may be implemented through one or more Works Contracts/packages covering **Udayagiri, Ratnagiri, Lalitgiri, Langudi, Dhauli Peace Park** and/or associated infrastructure.

Where multiple packages are involved, an appropriate weightage shall be assigned to each package, ordinarily having regard to its approved construction value, nature, complexity and scope.

The aggregate Project-level physical progress shall be determined as:

Overall Certified Physical Progress = Σ (Approved Package Weightage × Certified Physical Progress of the respective Package)

The aggregate of all Package Weightages shall equal 100%.

The Authority may revise the package weightages where the approved scope or packaging strategy undergoes a material change.

8.4.6 Items Not Constituting Physical Progress

Unless specifically approved otherwise by the Authority, the following shall not by themselves constitute physical progress for determining Stage 6 payments:

n. mobilisation advance paid to the Works Contractor;
o. secured advance;
p. price escalation;
q. taxes and statutory levies;
r. financial expenditure not corresponding to actual physical work;
s. materials merely ordered or procured but not delivered/accepted for incorporation into the Works; and
t. defective, rejected or non-conforming Works.

Only satisfactorily executed and accepted Works shall ordinarily be reckoned for determining certified physical progress.

8.4.7 Withholding of Supervision Payment

Where the Consultant materially fails to discharge its supervision obligations, the Authority may, after giving the Consultant reasonable notice and opportunity to rectify the deficiency, withhold such portion of the Stage 6 payment as is reasonably attributable to the deficient performance.

Such deficiencies may include:

a. non-deployment or prolonged absence of required Key Personnel;
b. inadequate site supervision;
c. failure to undertake mandatory inspections or testing;
d. failure to maintain required records;
e. material delay in review/approval of submissions attributable to the Consultant;
f. failure to identify or report significant quality defects;
g. materially deficient progress reports; or
h. other substantial non-performance of the supervision obligations.

Amounts so withheld may be released upon satisfactory rectification, without prejudice to other contractual remedies available to the Authority.

8.4.8 Delay or Extension of Construction Period

The Consultant shall continue to provide the required Construction Monitoring & Supervision Services until completion of the Works in accordance with the Consultancy Agreement.

Slow progress or delay of the Works Contractor shall not, by itself, constitute default on the part of the Consultant, provided that the Consultant has:

a. maintained the required supervision deployment;
b. promptly identified and reported the delay;
c. advised the Authority on corrective/recovery measures;
d. properly administered the relevant provisions of the Works Contract; and
e. otherwise satisfactorily discharged its contractual obligations.

Where the construction period extends beyond the originally stipulated period due to reasons **not attributable to the Consultant**, and such extension requires continued deployment of supervision personnel beyond the period contemplated in the accepted Financial Proposal, the Consultant may be entitled to additional remuneration for such extended deployment in accordance with Clause 8.7 below.

No additional remuneration shall be payable for extension attributable to default, delay or deficiency of the Consultant.

8.5 Payment for Stage 7 – Completion, Commissioning and Handover

The **10% fee allocated to Stage 7** shall be released against satisfactory achievement of the completion and handover milestones.

The detailed release may be structured as follows:

Stage 7 Milestone	Percentage of Stage 7 Fee
Testing, commissioning, completion inspections and preparation of final snag/punch lists	30%
Verification of rectification, as-built drawings, asset registers, warranties and O&M documentation	30%
Completion/Handover documentation and Final Completion Report	30%
Final acceptance and closure of Consultancy deliverables	10%
Total	**100%**

Where different Works packages are completed at different times, proportionate Stage 7 payment may be released package-wise, subject to satisfactory completion of the corresponding obligations.

8.6 Payment Certification

8.6.1 The Consultant shall submit invoices/payment requests together with the prescribed supporting documents.

8.6.2 For Stage 6, each payment request shall be supported by:

a. certified physical progress statement;
b. package-wise/component-wise progress calculation;
c. relevant progress reports;
d. supervision personnel deployment statement;
e. summary of quality-control activities;
f. status of major non-conformities;
g. photographs and other progress evidence; and
h. such other supporting records as may be required by the Authority.

8.6.3 The Authority shall verify the payment request and release the admissible amount in accordance with the Consultancy Agreement.

8.6.4 Any disputed or inadmissible portion of an invoice may be withheld pending clarification without affecting release of the undisputed admissible amount.

8.7 Extended Construction Supervision

8.7.1 The Financial Proposal shall separately indicate the man-month rates / monthly deployment rates for Key Supervision Personnel and such other categories of personnel as specified in the RFP.

8.7.2 These rates shall be used only for determining additional remuneration where:

a. the actual construction period extends beyond the construction period contemplated in the RFP/accepted Financial Proposal;
b. such extension is not attributable to the Consultant; and
c. continued deployment is expressly required and approved by the Authority.

8.7.3 Additional remuneration for extended supervision shall be based on the actual additional deployment approved by the Authority and shall not arise automatically merely because the contractual completion date of the Works has been extended.

8.7.4 The rates quoted for extended supervision shall be firm for the period specified in the Consultancy Agreement and thereafter may be adjusted only in accordance with the escalation provisions, if any, expressly provided therein.

8.7.5 No additional remuneration shall be payable for extended supervision necessitated by delay, error, omission, inadequate staffing or other default attributable to the Consultant.

8.8 Specialist Supervision Sub-Consultant / Additional Consortium Member

Where the Consultant performs Stage 6 Services through an approved Specialist Supervision Sub-Consultant or Additional Supervision Consortium Member:

a. all fees and costs thereof shall be deemed included in the Accepted Consultancy Fee;
b. progress-linked payments shall be made by the Authority only to the Consultant/Lead Member in accordance with this Clause;
c. the Authority shall have no obligation to make direct payment to such Sub-Consultant, unless specifically provided otherwise in the Consultancy Agreement;
d. any internal payment arrangement between Consortium members or between the Consultant and its Sub-Consultant shall not affect the Authority's payment obligations; and
e. the Consultant shall remain fully responsible for performance of the Construction Monitoring & Supervision Services.

8.9 Taxes and Statutory Fees

8.9.1 GST shall be dealt with in accordance with the Financial Proposal and Applicable Law.

8.9.2 Income Tax, GST-TDS and other statutory deductions shall be made at source as applicable.

8.9.3 Statutory application/scrutiny/approval fees payable directly to Government departments, statutory authorities or regulatory agencies in connection with Project approvals shall be borne/reimbursed by the Authority at actuals, subject to prior approval and production of documentary evidence.

8.9.4 All other taxes, duties, insurance, overheads, travel, accommodation, communication, documentation and incidental expenses required for performance of the Services shall be deemed included in the Consultancy Fee unless expressly provided otherwise.

8.10 No Automatic Fee Enhancement Due to Increase in Project Cost

The Accepted Consultancy Fee shall **not automatically increase merely because the estimated, tendered or actual cost of the Construction Works increases**.

Any material increase in scope involving additional services not contemplated under the RFP shall be dealt with only through a written variation/additional-services order issued by the Authority in accordance with the Consultancy Agreement.

Similarly, normal refinement of quantities, estimates, tender prices, price escalation in the Works Contract or variations within the approved Project scope shall not by themselves entitle the Consultant to proportionate enhancement of its Consultancy Fee.

8.11 No Double Payment

No service or activity shall qualify for payment under more than one Stage merely because it continues or is revisited during a subsequent Stage.

Design clarifications, minor revisions and coordination reasonably required during construction shall be deemed included within the Consultant's Stage 6 obligations and shall not attract separate payment.

Where substantial redesign becomes necessary solely because of a material change in scope directed by the Authority after approval of the relevant design, the same may be treated as Additional Services subject to prior written approval of the Authority.

8.12 Final Payment

Final payment under the Consultancy Agreement shall be subject to:

a. completion of all contractual Services;
b. submission and acceptance of all final reports and deliverables;
c. submission of editable/native/source files and Project records;
d. settlement of advances, recoveries and other contractual dues;
e. fulfilment of handover obligations; and
f. such other requirements as specified in the Consultancy Agreement.

Release of final payment shall not constitute waiver of any continuing obligation, warranty, professional liability, indemnity or other responsibility of the Consultant under the Consultancy Agreement or Applicable Law.

SECTION: 4
Technical Proposal Submission Forms

TECH-1

FORMAT FOR COVERING LETTER

[On the Letterhead of the Applicant / Lead member (in case of JV/Consortium)]

To
Chief Engineer-II
Odisha Bridge & Construction Corporation Ltd.,
VIKASH BHAWAN,
NAYAPALLI,
BHUBANESHWAR-751012

Sir,

Ref: Selection of Consulting firm for Master Planning & Design Services for "Integrated Development of Buddhist Heritage Precincts to establish a world-class Buddhist Circuit in Odisha"

1. Being duly authorized to represent and act on behalf of……. (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the information provided in the RFP document provided by the Authority in respect of the Selection Process / RFP, the undersigned hereby submits the Proposal in response to the RFP.
2. I/We have studied the RFP document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the RFP process.
3. This statement is made expressly for the purpose of submitting the Proposal under the aforesaid RFP as a Proposal for the aforementioned RFP.
4. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticating the qualification statement.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty by a judicial authority or a judicial pronouncement, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the RFP Process at any time and that you are neither bound to accept any application that you may receive nor to
   invite the Proposals, without incurring any liability to the Proposals.
7. My/Our Proposal is consistent with all requirements of submission as stated in the RFP Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Proposal.
8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Proposal invalid at any time during the RFP Process and also after the presentation and discussions; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the

Proposals and reserves the right to withhold and/or cancel the RFP Process without assigning any reason or otherwise.

10. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
11. I/We agree and undertake and declare that :
    i. the bidder was shortlisted under the specified EOI;
    ii. it submits an unconditional Technical and Financial Proposal;
    iii. original EOI constitution remains unchanged except approved supervision arrangement;
    iv. proposal remains valid for 120 days from the proposal due date;
    v. proposed Key Experts are available;
    vi. bidder accepts complete scope including construction supervision;
    vii. all information is true;
    viii. no conflict/debarment;
    ix. bidder accepts RFP/Addenda;
    x. if selected, I/We will furnish PBG and execute Agreement.

12. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Proposal, I/we hereby represent and confirm that my/our Proposal is unqualified and unconditional in all respects.
13. We confirm that our Proposal covers the complete Services for Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park, including Construction Monitoring & Supervision, completion, commissioning and handover.
14. The admission of the Additional Supervision Member shall not alter the Lead Member identified and accepted at the EOI stage.

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Date ……..

TECH-2

BIDDER'S PROFILE AND STATUS

Sl.No.	Description	Particulars	
A. ORIGINAL EOI SHORTLISTED CONSTITUTION			
1.	Name of the firm		
	In case of sole bidder (EOI shortlisting Ref)		
	In case of JV/Consortium (EOI shortlisting Ref)	Lead Member	Member 2
2.	Status (Legal entity)		
3.	Address with pin code		
4.	Contact person Name (Management)		
5.	Contact number		
6.	Office Tel No.		
7.	Mobile No.		
8.	Email Id.		
9.	Web address		
10.	Year of incorporation (Certificate of Registration to be furnished)		
11.	Details of PAN where applicable (Copy of PAN Card to be furnished)		
12.	Details of GST Registration No. where applicable (Copy of GST Registration number to be furnished)		
B. SUPERVISION ARRANGEMENT			
Supervision through own resources			
Specialist Supervision Sub-Consultant			
Additional Consortium/JV Member			
Details of Supervision Specialist			
1.	Legal Name		
2.	Incorporation		
3.	Address		
4.	Proposed Role		

5.	Two Qualifying Supervision assignments:	i.
		ii.
	Clients:	i.
		ii.
	Completion/Substantial completion status(80% certified physical completion):	i.
		ii.
6.	Any other relevant information	

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Date ……..

TECH-3

DETAILS FOR SUBMISSION OF PROPOSED MASTER PLAN AND CONCEPT DESIGN AND DEVELOPMENT VISION FOR INTEGRATED BUDDHIST CIRCUIT

A. Proposed Master Plan shall include:

- Land use zoning
- Road hierarchy and circulation
- Open spaces/landscape planning
- Infrastructure placement
- Building massing/block layout
- Connectivity and accessibility
- Future expansion potential

B. Concept Design shall include:

- Architectural vision and design philosophy
- 2D/3D views, renderings, or sketches
- Site model
- Key functional features
- Innovation and value addition

Documents to be attached:

- Drawings / Layout Plans
- Presentation Sheets
- Site Model Images / Digital Model Details
- Supporting Technical Notes

The Bidder need to address:

A. At Circuit level

Integrated spatial/tourism strategy for Udayagiri – Ratnagiri – Lalitgiri – Langudi – Dhauli Peace Park, including connectivity, visitor movement, circuit identity, wayfinding, tourism infrastructure and implementation phasing.

B. At Node level

Concept proposals for each of the five nodes, specifically including:

- development vision;
- heritage/conservation approach;
- visitor experience;
- proposed interventions;
- landscape/public realm;
- mobility/parking;
- infrastructure;
- architectural character;
- interpretation;
- carrying capacity.

C. At Dhauli

Require a separate concept demonstrating Dhauli as the Peace and Transformation Node, interpreting Kalinga War → Ashoka→ Dhamma → Peace/Compassion/Non-Violence.

Submission requirements

Number of presentation sheets: Maximum 40 A3-equivalent presentation sheets, excluding supporting appendices.

Presentation duration: The presentation shall ordinarily be limited to 30 minutes, followed by up to 20 minutes of interaction/questions by the Evaluation Committee.

For the live presentation: Maximum 30 slides, excluding title/closing slides.

D. Concept Model for Technical Evaluation

The Bidder shall prepare and present:

i. an integrated physical Concept Model illustrating the overall Circuit development philosophy and relationship among the principal nodes; and

ii. a more detailed physical/model representation of one principal intervention/node selected by the Bidder, supported by digital 3D visualisation of all five nodes.

The models submitted at RFP stage are conceptual and intended solely for technical evaluation. They shall not constitute approved final designs and shall be further developed/revised after award in accordance with directions of the Authority.

TECH-4

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE/ CONSORTIUM FOR SIGNING OF BID

(On a Non-Judicial Stamp Paper of appropriate value)

POWER OF ATTORNEY

Whereas Odisha Bridge & Construction Corporation Limited (OB & CC) (the "Authority") has invited proposals from shortlisted firms for Selection of Consulting firm for Master Planning & Design Services for "Integrated Development of Buddhist Heritage Precincts to establish a world-class Buddhist Circuit in Odisha" the "Project")

Whereas_____, and (collectively the "Joint Venture"/"Consortium") being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project,

And Whereas, it is necessary for the Members of the Joint Venture/ Consortium to confirm/continue the EOI-stage Lead Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium's bid for the Project and its execution. The admission of the Additional Supervision Member shall not alter the Lead Member identified and accepted at the EOI stage.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____having our registered office at_____ , and_____ having our

registered office at , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s_____ having its registered office at ---------- _____, being one of the Members of the Joint Venture/Consortium, as the Lead Member, being already identified at the EOI stage and true and lawful attorney of the Joint Venture/Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium's bid for the Project and/ or upon award thereof till the Joint Venture/Consortium Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture or Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

For_____

(Signature)

_____

(Name & Title)

For_____

(Signature)

_____

(Name & Title)

Witnesses:

1.

2.

_____

(Executants)

(To be executed by all the Members of the Joint Venture/Consortium) Notes:

• The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

• Also, wherever required, the Proposal should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Proposal.

TECH - 5

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by the Bidder and its Consortium/JV Members/Sub-Consultants which are of conflicting nature as mentioned in the Conflict of Interest provisions of Section II.
If yes, please furnish details of any such activities.

If no , please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that the Bidder and its Consortium/JV Members/Sub-Consultants is not indulged in any such activities which can be termed as the conflicting activities as mentioned in the Conflict of Interest provisions of Section II
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 -6

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:

Suggestions may propose improvements, additional activities, optimisation or alternative methodology but shall not reduce, delete, condition or materially alter any mandatory Scope of Services, deliverable, Key Personnel requirement or contractual obligation.

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

Suggestions may propose on inputs and facilities to be provided by the Client with respect to the Scope of Work, Implementation strategy and Supervision services

No suggestion shall constitute a qualification or deviation from the RFP unless expressly accepted by OB&CC through written clarification/addendum before Proposal Due Date.

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

TECH -7

DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

Technical approach, sensitivity, methodology, strategy 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 fourteen sections

Understanding of Scope, Objectives and Completeness of response

Please explain:

A. Understanding of Project Vision and Objectives
B. Integrated Master Planning Approach
C. Heritage Conservation and Archaeological Sensitivity
D. Architecture, Landscape and Public Realm Approach
E. Visitor Experience, Interpretation and Tourism Strategy
F. Mobility, Infrastructure and Sustainability Strategy
G. Dhauli Peace Park – Peace & Transformation Strategy
H. Design Development, DPR and Tender Documentation Methodology
I. Statutory Approval Strategy
J. Construction Monitoring & Supervision Methodology
K. QA/QC and Contract Administration Methodology
L. Project Management, Coordination and Communication
M. Risk Management
N. Work Programme and Deployment

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 - 8

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

[Separate TECH-8 shall be submitted for each Key Professional]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Employment status: Permanent employee / Associate / Sub-Consultant:

7. Proposed Phase of Deployment: Design / Supervision / Both

8. Nationality :

9. Education :

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

10. Membership in Professional Associations:

11. Other Trainings :

12. Countries of Work Experience:

13. Languages :

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

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

15. 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 deployment period committed in TECH-10 and accepted by the Authority 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 – 9

TECH-9A – Design/DPR/Tender Work Programme

Week 1 through Week 36, showing:

- surveys;
- inception;
- master plan;
- concept;
- schematic design;
- approvals;
- DPR;
- GFC;
- tender documentation.

.

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

Week →	1	2	3	4	5 ….	36
Sequence of Study Activities / Sub Activities ↓						

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

TECH-9B – Construction Supervision Deployment Programme

Linked to:

M0 = commencement date of relevant Works Contract

Show proposed deployment of Key Experts and supervision team over the anticipated construction period. This is especially important for five locations which may proceed concurrently

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 10

Key Personnel Deployment Schedule

Expert
Design Phase
Tender Phase
Supervision Phase
Total Man-Months

NB- Information on all key personnel to be given

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 11

Supervision Arrangement

Option	Construction Supervision arrangement	Select one
A	Construction Monitoring & Supervision through the Bidder's own qualified and experienced professional team	☐
B	Construction Monitoring & Supervision through a proposed Specialist Supervision Sub-Consultant	☐
C	Construction Monitoring & Supervision through one proposed Additional Supervision Member admitted as the third Consortium/JV member	☐

Provide entity details.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 12

Experience of Supervision Specialist

Name of Assignment	Client	Sector	Project Cost (₹ Cr)	Supervision Scope	Start	Completion	Evidence

I/We declare that we have completed ___ numbers of **qualifying Construction Supervision/PMC assignments, each involving heritage/tourism/building infrastructure works of minimum ₹400 crore.**

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 13

Declaration of Continued EOI Eligibility

I/We certify that:

- there is no change in original constitution;
- no original JV member has withdrawn;
- Lead Member remains unchanged;
- no material adverse change in eligibility;
- no new debarment/blacklisting;
- information furnished at EOI stage remains substantially true, with disclosed updates.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION: 5

Financial Proposal Submission Forms

(Please refer to the BOQ uploaded with this RFP document in the e-tendering portal)

FIN–1: Financial Proposal Covering Letter

(On the letterhead of the Shortlisted Bidder/Lead Member in case of JV/Consortium)

To
Chief Engineer-II
Odisha Bridge & Construction Corporation Limited
Vikash Bhawan, Nayapalli
Bhubaneswar–751012, Odisha

Ref: Selection of Consulting firm for Master Planning & Design Services for "Integrated Development of Buddhist Heritage Precincts to establish a world-class Buddhist Circuit in Odisha"

Sir/Madam,

Having examined the RFP, Terms of Reference, Conditions of Contract, Addenda, Corrigenda and clarifications issued by the Client, we hereby submit our Financial Proposal for complete performance of the Services.

We confirm that:

1. our Financial Proposal covers the complete Scope of Services specified in the RFP;
2. the lump-sum Consultancy Fee includes all professional fees, personnel inputs, Specialist Expert costs, supervision costs, sub consultancy costs, travel, accommodation, office expenses, overheads, profit and incidental expenses, except items expressly identified as reimbursable;
3. the Financial Proposal has been quoted entirely in Indian Rupees;
4. GST has been excluded from the evaluated Consultancy Fee and shall be payable separately at the applicable statutory rate;
5. our Consultancy Fee shall not automatically vary merely because the estimated, tendered or final cost of the Works changes;
6. all ordinary personnel deployment necessary to perform the Services is included in our Consultancy Fee;
7. Additional Services shall be payable only where specifically authorised in writing by the Client in accordance with the Agreement;
8. the rates quoted under FIN–2 shall apply only to actual Extended Supervision specifically approved by the Client and shall not form part of the evaluated Financial Proposal for QCBS purposes;
9. extension of the Works period shall not, by itself, confer an automatic entitlement to payment under FIN–2;
10. no Extended Supervision payment shall be admissible for any delay, prolongation, rework or additional deployment attributable to the Consultant;
11. no condition, qualification, assumption, rebate or alternative price inconsistent with the RFP has been included in our Financial Proposal; and
12. our Financial Proposal shall remain valid for the period specified in the RFP.

We understand that the Total Consultancy Fee entered in the BOQ provided in the e-procurement portal shall govern.

NB: Only the cost quoted as Total Consultancy Fee shall be considered for QCBS financial scoring.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FIN-2 – Schedule of Rates for Extended Supervision

Please provide for man-month rates for all supervision personnel (refer to Section 3 Clause 6. Team Arrangement) in the BOQ provided in e-procurement portal, solely for determining remuneration in case of approved extended deployment beyond the original construction period.

These rates will not form part of the quoted Consultancy Fee for QCBS financial scoring.

Personnel Category	Man-month Rate (₹)
Key Personnel	
Construction Supervision Team Leader	
Resident Engineer/Construction Manager	
QA/QC Engineer	
Planning and Monitoring Engineer	
Quantity Surveyor/Contract and Billing Engineer	
MEP Engineer	
Heritage Conservation Site Expert	
Support Staff	
Assistant Resident Engineer – Civil	
Site Engineer – Civil	
Site Engineer – MEP	
Site Engineer – Landscape	
Quantity Surveyor / Billing Engineer	
QA/QC Inspector	
Safety Officer	
Surveyor	
Document Controller / MIS Coordinator	

NB:

1. Rates shall include remuneration, overheads, profit, travel, accommodation, local transport, communication and all incidental costs, but shall exclude GST where payable separately.
2. The aggregate monthly remuneration payable for supervision personnel deployed during any approved extension, calculated using the quoted man-month rates and the approved deployment, shall not exceed the monthly ceiling determined by dividing the supervision services component of the quoted lump-sum Consultancy Fee by the original construction period expressed in months. GST, where payable separately, shall be excluded from both the remuneration and the ceiling

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION: 6

ANNEXURES

Annexure – I

Bid Submission Checklist

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	EOI Shortlisting Letter		
4.	Bid Processing Fee of Rs. 11,800/- paid online		
5.	Rs. 16,00,000 /- paid online as EMD		
6.	Copy of Certificate of Incorporation / Registration of the Bidder		
7.	General Details of the Bidder (TECH - 2)		
8.	Details For Submission Of Proposed Master Plan And Concept Design (TECH-3)		
9.	Power of Attorney in favour of the person signing the bid on behalf of the bidder. (TECH - 4)		
10.	Self-Declaration on Potential Conflict of Interest (TECH -5)		
11.	CV/deployment schedule		
12.	Comments and Suggestions (TECH – 6)		
13.	Description of Approach, Methodology & Work Plan (TECH - 7)		
14.	CV of Key Professionals (TECH – 8)		
15.	Work Plan (TECH – 9)		
16.	Key Personnel Deployment Schedule – TECH-10		
17.	Continued Eligibility Declaration – TECH-13		
18.	Supervision Arrangement – TECH-11		
19.	Supervision Specialist Credentials – TECH-12		
20.	Consortium/JV Agreement		

21.	Supplementary JV Agreement for additional member, where applicable		
22.	Letter/Agreement with Specialist Supervision Sub-Consultant		

Undertaking:

- All the information has been submitted as per the prescribed format and procedure.
- The Proposal and documents requiring authentication have been digitally signed by the Authorised Signatory in accordance with the e-procurement requirements..

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Managing Director,

Odisha Bridge and Construction Corporation Limited,

Vikash Bhawan, Nayapalli,

Bhubaneswar- 751012, Odisha

WHEREAS (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No_____ dated _____ to undertake the service "……..." (herein called contract) AND WHEREAS it has been stipulated by Managing Director, Odisha Bridge & Construction Corporation Limited, Bhubaneswar in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the Consultant such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of 5% of Accepted Consultancy Fee/Contract Value----------_____(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Performance Bank Guarantee shall remain valid throughout the Contract Period and until ninety (90) days beyond completion of all Consultancy Services, or such period as specified in the Contract. Consultant shall extend the validity of the PBG where the Contract Period is extended.

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 _____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

ANNEXURE-III

UNDERTAKING BY BIDDERS

1.	Is any Member or any of its constituent partners of the Proposal by Sole Bidder/JV/Consortium currently involved in any litigation relating to the Works Department, Government of Odisha or OB&CC. If yes: give details:	Yes/No
2.	Has any Member or any of its constituent partners of the Proposal by Sole Bidder/JV/Consortium been blacklisted/ deregistered by any Government Department/Public Authority/ PSU/ Statutory Body/ Client in India or Abroad during the last 3 years from the last date of submission of Proposals. If yes, give details:	Yes/No
3.	Has any Member or any of its constituent partners of the Proposal by Sole Bidder JV/ Consortium failed to perform on any contract work in India or Abroad during the last 3 years from the last date of submission of Proposals. If yes, give details:	Yes/No

Note:
Member means any one of Sole Bidder/ each original JV member/ Additional Supervision Member/ Specialist Supervision Sub-Consultant.

If any information in this schedule is found to be incorrect or concealed, the Proposal may be rejected and, where discovered after award, appropriate action may be taken under the Consultancy Agreement and Applicable Law.

.....
Signature of the Authorized Person

Date ……..

SECTION: 7

STANDARD FORM OF CONTRACT

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

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions

2. Commencement, Completion, Modification and Termination of Contract

3. Obligations of the Consultant

4. Consultants' Personnel and Sub-Consultants

5. Obligations of the Employer

6. Payments to the Consultant

7. Fairness and Good Faith

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10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates in Foreign Currency

Appendix E - Duties of the Employer

CONTRACT FOR CONSULTANTS' SERVICES

Between

Odisha Bridge and Construction Corporation Limited

And

[name of the Consultant]

Dated:

I. Form of Contract

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

This **CONTRACT** (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the Governor of Odisha acting through Managing Director, Odisha Bridge & Construction Corporation Limited , (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

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

WHEREAS

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

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

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

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

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices:

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing schedule
Appendix D: Cost Estimates **Appendix**
E: Duties of the "Employer" **Appendix**
F: Duties of the Consultant

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

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

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

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

Signed by -----

For and on behalf of the Governor of Odisha
[Managing Director, OB&CC Ltd.]
(**Witnesses) [Authorized Representative]**
(i)

In presence of (Witnesses)

(ii)

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

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

3. For and on behalf of each of the Members of the Consultant.

[**name of member] [Authorized Representative**]

4. [Name of member]

[**Authorized**

Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

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

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

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

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

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

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

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

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions 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 Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

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

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

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

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

1.10.2 Measures to be taken by the Employer

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

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

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

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

2.6 **Modifications or Variations:**

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

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

2.7 Force Majeure

2.7.1 Definition

a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other

extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

b. Force Majeure shall not include

i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees nor

ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

2.7.3 Measures to be Taken:

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

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

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

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

i. demobilize, or

ii. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis,

under the terms of this Contract.

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

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

2.9 Termination

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

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

b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

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

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

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

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

g. If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

h. If, as the result of Force Majeure, the Consultant is unable to perform a material

portion of the Services for a period of not less than sixty (60) days.

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

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

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

a. If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

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

c. If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 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 Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

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

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

3.1 General

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

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

Employer and seek its instructions.

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

a. The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

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

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

insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

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

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

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

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

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

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

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

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

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

4.2 **Description of Personnel:**

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

b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 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 Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by

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

4.4 Removal and/or Replacement of Personnel:

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

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

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

4.5 **DELETED**.

5. OBLIGATIONS OF THE "EMPLOYER"

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

a. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry

and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.

c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

d. Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties :** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

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

(a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

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

5.5 Counterpart Personnel:

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

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

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

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other 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 consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC13.

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

c. Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within

thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

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

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

f. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

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

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

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

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

8.2 **Arbitration:** Deleted

8.3 Deleted

8.4 Deleted

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. Deleted

b. Deleted

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 Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

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

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

vi. The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

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

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses for service of notices are:

		1. “Employer” : Attention : Facsimile :
		2, Consultant : Attention : Facsimile :
		Service of notices In addition to the modes permitted under GCC Clause 1.5: 1. a notice may be transmitted by registered post, speed post, hand delivery, authorised e-mail or the approved electronic document-management system; 2. notices relating to termination, suspension, material default, invocation of security, Change in Scope or dispute shall be delivered by registered post, speed post or hand delivery and may additionally be transmitted by authorised e-mail; 3. routine Project communications, submissions, review comments, meeting notices, site instructions, progress reports and coordination correspondence may be transmitted through authorised e-mail or the approved document-management system; 4. communications relating to archaeological discoveries, damage or potential damage to a protected structure, public safety or any other emergency may initially be communicated through the fastest available means, but shall be confirmed in writing within 24 hours; and 5. any change in an address or authorized e-mail shall become effective only upon receipt of written notice by the other Party.
2.	1.7	Where the Consultant consists of more than one entity, the Lead Partner/Lead Member shall be: [Insert the name of the original Lead Member shortlisted at the EOI stage] The Lead Member shall be irrevocably authorized to act on behalf of all Consortium/JV Members in exercising the Consultant’s rights and performing its obligations under the Contract, including: 1. receiving instructions and notices from the Employer; 2. submitting reports, surveys, drawings, designs, estimates, tender documents, invoices and other Deliverables; 3. coordinating all Consortium/JV Members, Key Personnel, Specialist Experts, subconsultants and site-supervision personnel; 4. coordinating Services at Udayagiri, Ratnagiri, Lalitgiri, Langudi and

		Dhauli Peace Park; 5. receiving payments on behalf of the Consultant; 6. representing the Consultant in meetings and contractual correspondence; 7. making applications for extension of time or Change in Scope; 8. responding to notices of default; 9. signing certificates, recommendations and contractual communications within the authority conferred under the Contract; and 10. taking all actions necessary for complete and integrated performance of the Services. All original Consortium/JV Members and any approved Additional Supervision Member shall remain jointly and severally liable to the Employer for complete performance of the Contract. The Lead Member shall remain unchanged throughout the Contract Period unless a change is expressly approved in writing by the Employer in exceptional circumstances and in accordance with Applicable Law. No internal agreement among the Consortium/JV Members shall limit: 1. the authority of the Lead Member; 2. the joint and several liability of the Members; 3. the obligations of any Member under the Contract; or 4. the Employer's rights and remedies. Where the Consultant is a single entity, this SCC Clause shall be deleted before execution of the Contract.

3.	1.8	The Authorized Representatives are: For the "Employer": The Employer may nominate separate officers or committees for: 1. technical and design review; 2. heritage and conservation review; 3. contract administration; 4. review of cost estimates and tender documents; 5. site coordination and supervision; 6. certification of payments; and 7. coordination with the Tourism Department, ASI, State Archaeology and other authorities. Such nomination shall not authorise an officer or committee to amend the Contract, approve additional remuneration or waive a contractual obligation unless that authority has been expressly delegated in writing. For the Consultant: The Project Director/Team Leader shall: 1. act as the single point of professional and technical responsibility for the Services; 2. coordinate all planning, conservation, architectural, engineering, landscape, interpretation, DPR, tendering, supervision, commissioning and handover services; 3. ensure integrated planning and implementation across all five Buddhist Circuit nodes; 4. coordinate the work of all Consortium/JV Members, Key Personnel, Specialist Experts and subconsultants; 5. ensure timely deployment of the accepted personnel; 6. authenticate all principal Deliverables; 7. attend review meetings whenever required by the Employer; 8. ensure implementation of quality-assurance and document-control systems; 9. ensure compliance with archaeological, heritage-conservation and statutory requirements; and 10. remain available throughout the Contract Period in accordance with the accepted deployment schedule. Replacement of the Project Director/Team Leader shall be permitted only in accordance with the Contract and with the Employer's prior written approval.
4.	2.1	The effectiveness conditions are the following: The Contract shall become effective on the date of the Employer's written Notice to Proceed confirming that the following conditions have been fulfilled: 1. the Contract has been duly executed by the Employer and Consultant and, where applicable, by all Consortium/JV Members; 2. the Consultant has furnished the Performance Security for 5% of the Accepted Consultancy Fee in the prescribed form;

		3. the Consultant has furnished evidence of the insurance required under SCC Clause 9; 4. the Consultant has submitted the final Consortium/JV Agreement and any approved Supplementary Consortium/JV Agreement; 5. where applicable, the Consultant has submitted the executed agreement with the approved Specialist Supervision Subconsultant; 6. the accepted Key Personnel remain available and have confirmed their deployment; 7. the Consultant has nominated its Project Director/Team Leader and Authorized Representative; 8. the Consultant has submitted the documents required for execution and commencement of the Contract; and 9. every other effectiveness condition stated in the Letter of Acceptance has been fulfilled. The Employer may waive or defer a non-material effectiveness condition by written notice. Such waiver or deferment shall not release the Consultant from fulfilling that condition within the period subsequently specified by the Employer. No mobilization, preparatory work, site visit or other expense incurred before the Effective Date shall entitle the Consultant to payment unless the Employer has expressly authorised the activity in writing.
5.	2.2	The period within which the Contract shall become effective shall be **Sixty days from the date of execution of the Contract, unless extended by written agreement of the Parties.** If the Contract does not become effective within that period due to the Consultant's failure to fulfil an effectiveness condition: 1. the Employer may exercise its rights under GCC Clause 2.2; 2. the Employer may take action concerning the Bid Security or Performance Security in accordance with the RFP, the Contract and Applicable Law; and 3. the Consultant shall not be entitled to payment, reimbursement or compensation for mobilisation, preparatory work or any other expenditure. Where failure to achieve effectiveness is attributable solely to the Employer, the Consultant's remedies shall be limited to those expressly available under the GCC.
6.	2.3	The Consultant shall commence the Services within **seven days after the Effective Date, or on such other date as specified in the Employer's Notice to Proceed.** Within the first seven days after commencement, the Consultant shall: 1. mobilise the Project Director/Team Leader and the core inception team; 2. establish Project communication, reporting and document-control protocols; 3. submit the detailed mobilisation and inception programme; 4. submit a node-wise programme covering Udayagiri, Ratnagiri, Lalitgiri, Langudi and Dhauli Peace Park;

		5. submit the initial information and data-requirement register; 6. commence verification of the sites, existing structures, available records and Project information; 7. commence the required surveys, investigations and condition assessments; 8. prepare the stakeholder-consultation programme; 9. submit the initial statutory and heritage-approval matrix identifying the approvals, permissions and consultations required from ASI, State Archaeology, local authorities and other competent agencies; 10. submit an initial heritage-risk and archaeological-sensitivity register; 11. identify interfaces with ongoing or proposed works being undertaken by other agencies at or near the Project sites; and 12. commence preparation of the Inception Report. Failure to mobilise the accepted core team within the stipulated period, for reasons attributable to the Consultant, shall constitute delay by the Consultant. Commencement of Services shall not authorise physical intervention upon any protected monument, archaeological remains or heritage fabric without the approvals required under Applicable Law.
7.	2.4	Unless terminated earlier in accordance with the GCC, the Contract shall remain in force until completion of all Services and contractual obligations, comprising: 1. Stages 1–5: 36 weeks from the Commencement Date; 2. Stage 6: the actual construction period of the respective Works Contracts, including completion, testing and rectification activities at all Project nodes; 3. Stage 7: completion, testing, commissioning, operational readiness and handover; 4. assistance required during the Defects Liability Period; 5. submission and acceptance of all final records, completion drawings, as-built information, inventories, conservation records, operation and maintenance documentation, completion reports and other closing Deliverables; and 6. discharge of all continuing obligations under the Contract. The expiry of an estimated or anticipated construction period shall not automatically terminate the Consultant’s obligations. Where the Works at different Project nodes or under different Works packages commence or finish at different times, the Consultant shall continue to provide the Services required for each active package in accordance with the Contract. The Consultant shall continue to perform the Services until: 1. all required completion and handover obligations have been fulfilled; 2. all final Deliverables have been submitted and accepted; 3. the required Defects Liability Period services have been completed; and 4. the Employer has issued written confirmation of completion of the Consultancy Services. Any entitlement to remuneration for Extended Supervision shall be determined exclusively under the relevant SCC clause and the rates stated in Form FIN-2.

		An extension of the Contract Period shall not, by itself, create an automatic entitlement to additional remuneration.
8.	3.4	Limitation of the Consultants' Liability towards the "Employer" Subject to the exclusions specified below, the Consultant's aggregate liability to the Employer arising out of or in connection with the Contract shall not exceed: **Two times the Accepted Consultancy Fee, excluding GST.** This limitation shall apply collectively to all claims arising under or in connection with the Contract, whether such claims arise in contract, tort, negligence, breach of statutory duty or otherwise. **8.1 Exclusions from limitation** The limitation of liability under this Clause shall not apply to liability arising from: 1. fraud, fraudulent practice or deliberate misrepresentation; 2. corrupt, collusive, coercive or obstructive practice; 3. gross negligence, wilful misconduct or reckless disregard of professional obligations; 4. death or personal injury; 5. infringement of intellectual property rights; 6. breach of confidentiality, unauthorised disclosure of Project information or misuse of data; 7. failure to account for or repay money or property belonging to the Employer; 8. abandonment of the Services; 9. unauthorised dismantling, excavation, alteration, removal or intervention affecting any monument, archaeological remain, antiquity, protected area or heritage fabric; 10. loss of, or irreversible damage to, any monument, archaeological remain, antiquity, artefact or heritage fabric caused by the Consultant's gross negligence, wilful misconduct or unauthorised action; 11. liability that cannot lawfully be limited; 12. amounts recoverable under an insurance policy maintained or required to be maintained under the Contract; or 13. any liability expressly stated elsewhere in the Contract to be outside the limitation. 8**.2 Joint and several liability** Where the Consultant consists of a Consortium/JV: 1. the liability ceiling stated in this Clause shall apply collectively to the Consultant and shall not constitute a separate liability ceiling for each Member; 2. all Consortium/JV Members, including any approved Additional Supervision Member, shall remain jointly and severally liable to the Employer for complete performance of the Contract; and 3. no arrangement among the Members or with any subconsultant shall limit or prejudice the Employer's rights under the Contract.

		Engagement of a Specialist Expert, Specialist Supervision Subconsultant or any other subconsultant shall not relieve the Consultant or any Consortium/JV Member of responsibility for the Services. **8.3 Errors, omissions and deficiencies** The Consultant shall, at its own cost and without avoidable delay, correct any error, omission, inconsistency, lack of coordination or other deficiency in its Services or Deliverables, including any deficiency in: 1. surveys, investigations and condition assessments; 2. documentation of monuments, archaeological remains and heritage fabric; 3. conservation proposals, specifications and method statements; 4. architectural, structural, civil, electrical, mechanical, landscape or public-health designs; 5. interpretive planning, signage, visitor-facility or accessibility proposals; 6. drawings, calculations, estimates, schedules of quantities and tender documents; 7. statutory or heritage-clearance submissions; 8. coordination among disciplines or Project nodes; 9. site instructions, inspections, measurements, certifications and supervision records; and 10. testing, commissioning, completion and handover documentation. The Consultant's internal expenditure on reperformance or correction of its Services shall not be treated as a claim against, or reduction of, the liability ceiling. Where an error, omission or deficiency attributable to the Consultant results in loss or additional cost to the Employer, the Employer's rights shall be governed by the Contract and Applicable Law. **8.4 Correction of construction consequences** Where an error, omission or deficiency in the Consultant's Services results in defective, abortive or additional Works, the Consultant shall: 1. immediately notify the Employer upon becoming aware of the matter; 2. investigate and identify its cause and consequences; 3. prepare, at its own cost, all revised designs, drawings, specifications, estimates and remedial proposals required to correct the deficiency; 4. obtain the necessary statutory, archaeological or heritage approvals for the proposed corrective measures; 5. provide the professional and supervision services required for implementation of the corrective measures; and 6. reimburse or indemnify the Employer against the resulting loss or additional cost to the extent determined under the Contract and Applicable Law. No remedial intervention affecting heritage fabric, archaeological remains or a protected area shall be implemented without the Employer's written approval and the approval of the competent statutory authority, wherever required. **8.5 No limitation upon obligation to perform**

Nothing in this Clause shall limit or relieve the Consultant's obligation to:

1. complete unfinished Services;
2. correct defective or unacceptable Deliverables;
3. replace personnel who are unavailable, unsuitable or whose performance is unsatisfactory;
4. provide professional services omitted from its Deliverables but included in the original Scope of Services;
5. coordinate and reconcile Deliverables prepared by different Consortium/JV Members, experts or subconsultants;
6. provide revised documents required for securing statutory or heritage approvals where the revision is necessitated by a deficiency attributable to the Consultant;
7. rectify improper documentation, recording or supervision of heritage-conservation works; or
8. fulfil its continuing obligations relating to construction supervision, testing, commissioning, handover and Defects Liability Period support.

8**.6 Responsibility for heritage and archaeological matters**

The Consultant shall exercise the degree of skill, care, diligence and professional judgment reasonably expected from an experienced consultant undertaking work involving monuments, archaeological sites and culturally significant landscapes.

The Consultant shall not be liable merely because an unknown archaeological remain, buried feature or latent condition is discovered, provided that the Consultant:

1. could not reasonably have identified the matter through the investigations required under the Contract;
2. had exercised the required standard of professional skill and care;
3. immediately reported the discovery or condition;
4. instructed that the affected work be stopped or protected, to the extent authorised under the Works Contract; and
5. complied with the directions of the Employer and the competent statutory authority.

This protection shall not apply where the matter should reasonably have been identified or anticipated from available records, site conditions, required investigations or proper professional assessment.

8.7 Employer's review or approval

Review, comment, approval, acceptance or absence of comment by the Employer, Tourism Department, ASI, State Archaeology or any other authority shall not:

1. transfer the Consultant's professional responsibility to that authority;
2. constitute verification of the technical accuracy or completeness of the Consultant's work;
3. relieve the Consultant from responsibility for its Services or Deliverables; or

		4. prevent the Employer from subsequently requiring correction of an error, omission, inconsistency or deficiency. **8.8 Employer-provided information** The Consultant may rely upon information supplied by the Employer or another Government agency only to the extent that such reliance is reasonable for a competent professional consultant. The Consultant shall: 1. review the information for apparent errors, omissions and inconsistencies; 2. notify the Employer promptly of any deficiency or discrepancy identified; 3. verify critical dimensions, levels, site conditions and technical information where verification forms part of the Services; and 4. not proceed on an assumption known, or reasonably suspected, to be incorrect. The Consultant shall not be liable for an inaccuracy in Employer-provided information that could not reasonably have been identified through the Services required under the Contract. **8.9 Survival** The provisions of this Clause shall survive completion, expiration or termination of the Contract to the extent necessary to give effect to the rights and obligations arising during performance of the Services.
9.	3.5	The Consultant shall, at its own cost, obtain and maintain the insurance specified below from insurers authorised to conduct insurance business in India. The insurance shall cover the Consultant, all Consortium/JV Members, Key Personnel, Specialist Experts, subconsultants and supervision personnel, as applicable. **9.1 Professional indemnity insurance** The Consultant shall maintain professional indemnity insurance with minimum coverage equal to 100% of the Accepted Consultancy Fee, excluding GST. The policy shall: 1. cover professional negligence, errors, omissions and breach of professional duty arising from performance of the Services; 2. cover, to the extent reasonably available, the acts and omissions of all Consortium/JV Members, Key Personnel, Specialist Experts and subconsultants; 3. cover services relating to surveys, investigations, heritage documentation, conservation, planning, design, estimates, tender documents, construction supervision, certification, testing, commissioning and handover;

4. include claims arising from loss of or damage to Project records, drawings, digital data and heritage documentation, to the extent insurable;
5. commence no later than the Effective Date;
6. remain valid throughout the Contract Period; and
7. be maintained for at least three years after completion or termination of the Consultancy Services, whichever is later.

Where the policy is maintained on a claims-made basis, its retroactive date shall not be later than the Effective Date, and uninterrupted coverage shall be maintained for the required period.

9.2 Third-party liability insurance

The Consultant shall maintain third-party liability insurance covering death, bodily injury and loss of or damage to third-party property arising from performance of the Services.

The minimum coverage shall be **INR 1 crore** for each occurrence, or such higher amount as may be required under Applicable Law.

The policy shall, as applicable, cover risks arising from:

1. site inspections, surveys and investigations;
2. movement of personnel and equipment within the Project sites;
3. temporary testing, sampling and investigation activities;
4. supervision and monitoring activities;
5. interaction with visitors, pilgrims, tourists, local communities and members of the public; and
6. activities undertaken at or near monuments, archaeological remains and public-access areas.

9.3 Motor vehicle insurance

The Consultant shall maintain motor vehicle liability insurance for all vehicles owned, hired or operated in connection with the Services.

Coverage shall not be less than that required under the Motor Vehicles Act, 1988 and other Applicable Law.

Use of a vehicle owned or insured by an employee, expert or subconsultant shall not relieve the Consultant of responsibility for ensuring the required coverage.

9.4 Workers' compensation and personnel insurance

The Consultant shall maintain insurance in accordance with Applicable Law for all its Personnel and the personnel of its Consortium/JV Members and subconsultants, including, as applicable:

1. employees' compensation or workers' compensation insurance;
2. employer's liability insurance;
3. group personal accident insurance;
4. medical and hospitalization insurance;
5. travel insurance for personnel travelling in connection with the Assignment;

		6. insurance for personnel deployed for surveys, field investigations and site supervision; and 7. any other employment-related insurance required under Applicable Law. The Consultant shall remain responsible for the safety, welfare and insurance of its Personnel at all five Project nodes and at every other location where the Services are performed. **9.5 Property, equipment and records insurance** The Consultant shall insure, as appropriate: 1. equipment purchased wholly or partly with funds provided under the Contract; 2. survey, testing, photographic, digital-recording and other equipment used in performance of the Services; 3. computers, data-storage devices and communication equipment used for the Project; 4. Project documents, drawings, models, photographs, survey records, inventories and digital data; and 5. other property of the Consultant used in connection with the Services, against risks including loss, theft, fire, accidental damage and natural calamity. The Consultant shall maintain appropriate backup and disaster-recovery arrangements for all Project data. Insurance shall not substitute the Consultant's obligation to preserve, secure and periodically back up Project records. **9.6 Archaeological objects and heritage property** The Consultant shall not take custody of, remove, transport, store or insure any antiquity, archaeological object, sculpture, architectural fragment or other heritage property unless expressly authorised in writing by the Employer and the competent statutory authority. Where the Consultant is specifically authorised to take temporary custody of any such property, it shall: 1. comply with the custody, documentation, security and insurance requirements prescribed by the Employer and competent authority; 2. maintain a complete chain-of-custody record; 3. arrange insurance for the value or amount prescribed by the Employer or competent authority; and 4. immediately report any loss, damage, deterioration or unauthorized access. Unless expressly authorised, all archaeological objects, antiquities and heritage materials encountered during the Services shall remain at the place of discovery and shall be dealt with in accordance with Applicable Law and the directions of the competent authority. **9.7 Evidence of insurance**

		Before the Effective Date, the Consultant shall submit to the Employer: 1. copies of insurance policies or valid insurance certificates; 2. evidence of payment of the applicable premiums; 3. details of coverage, limits, exclusions and deductibles; 4. the policy period and retroactive date, where applicable; 5. endorsements extending coverage to Consortium/JV Members and subconsultants, where required; and 6. any other insurance document reasonably required by the Employer. The Consultant shall submit evidence of renewal at least 15 days before expiry of any policy. The Employer's review or acceptance of an insurance policy shall not constitute confirmation that the policy is sufficient or relieve the Consultant from its obligations under the Contract. **9.8 Deductibles, exclusions and uninsured amounts** All deductibles, excesses and uninsured amounts shall be borne by the Consultant. Any exclusion, avoidance, cancellation or failure by an insurer to make payment shall not relieve the Consultant from liability or responsibility under the Contract. The Consultant shall promptly inform the Employer of: 1. cancellation or threatened cancellation of a policy; 2. any material change in coverage; 3. non-payment or delayed payment of a premium; 4. exhaustion or material reduction of a policy limit; and 5. any claim that may materially affect the available coverage. **9.9 Failure to maintain insurance** If the Consultant fails to obtain or maintain any insurance required under this Clause, the Employer may, without prejudice to its other contractual rights: 1. require the Consultant to rectify the default within a specified period; 2. suspend the affected Services; 3. withhold payment until satisfactory evidence of insurance is furnished; 4. obtain the required insurance and recover its cost from the Consultant; 5. recover any resulting loss from amounts due or becoming due to the Consultant or from the Performance Security; or 6. treat persistent or material failure as a breach of Contract. The Employer's decision not to obtain insurance on behalf of the Consultant shall not relieve the Consultant of its obligations or liabilities. **9.10 Insurance claims** The Consultant shall: 1. promptly notify the Employer of any event likely to give rise to a material insurance claim; 2. take reasonable measures to mitigate the resulting loss or damage;

		3. submit and diligently pursue the insurance claim; 4. keep the Employer informed of the progress and settlement of the claim; and 5. apply insurance proceeds relating to Employer-owned property, Project records or Project assets for reinstatement, replacement or another purpose directed by the Employer. The Consultant shall not settle or compromise a claim materially affecting the Employer's interests without the Employer's prior written consent. **9.11 No limitation of liability** The prescribed insurance coverage shall not: 1. limit the Consultant's liability under the Contract; 2. relieve the Consultant from an obligation to correct defective Services or Deliverables; 3. constitute acceptance by the Employer of any uninsured risk; or 4. prevent the Employer from exercising any other right or remedy under the Contract or Applicable Law. **9.12 Survival** The obligations relating to professional indemnity insurance and unresolved insurance claims shall survive completion, expiration or termination of the Contract for the periods specified in this Clause.
10.	4.6	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} Note: If there is no such manager, delete this Clause SC 4.6.
11.	{5.1}	Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.
12.	6.1(b)	The ceiling in local currency is: [insert amount and currency]
13.	6.3	[Delete whichever is not applicable]
14.	10	**CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE** **14.1 Contract Documents** The following documents shall be deemed to form and be read and construed as part of the Consultancy Agreement: 1. executed Consultancy Agreement and subsequent amendments; 2. Letter of Award or Letter of Acceptance; 3. corrigenda and addenda issued by the Authority; 4. Special Conditions of Contract; 5. General Conditions of Contract; 6. Terms of Reference and Scope of Services; 7. technical specifications and drawings forming part of the RFP;

		8. RFP and its Annexures; 9. accepted Technical Proposal, excluding unaccepted qualifications or deviations; 10. accepted Financial Proposal, including FIN-1 and FIN-2; 11. Joint Venture or Consortium Agreement and approved supplementary agreement; 12. approved Sub-Consultancy arrangements; and 13. other documents incorporated into the Contract. **14.2 Order of Precedence** In case of conflict or inconsistency, the documents shall prevail in the order listed above, except that a later written amendment executed by the parties shall prevail over the earlier documents to the extent of such amendment. **14.3 Clarifications** Where ambiguity remains despite application of the order of precedence, the Authority shall issue a reasonable clarification consistent with the overall intent of the Contract.
15.	3	**SCOPE OF SERVICES AND STANDARD OF PERFORMANCE** **15.1 Scope** The Consultant shall perform the complete Services described in the Terms of Reference and all incidental professional activities reasonably necessary for successful delivery of the Project. **15.2 Standard of Care** The Consultant shall perform the Services with the degree of professional skill, care, diligence, efficiency and prudence reasonably expected from an internationally competent multidisciplinary consultant experienced in heritage, tourism, public-building and infrastructure projects of comparable scale and complexity. **15.3 Compliance** The Consultant shall comply with Applicable Law, applicable BIS/IRC/NBC standards, Odisha Government/Works Department requirements, heritage and archaeological restrictions, statutory approvals and other standards specified in the Contract. **15.4 Best Professional Judgment** The Consultant shall act impartially and professionally in all technical recommendations, certifications and contract-administration functions. **15.5 Coordination** The Consultant shall coordinate all architectural, structural, civil, MEP, landscape, conservation, interpretation, mobility and other disciplines so that the deliverables constitute a complete and integrated design.
16.	3	**DESIGN RESPONSIBILITY** **16.1 General** The Consultant shall remain responsible for the adequacy, accuracy,

		completeness, technical soundness, coordination, constructability, code compliance and consistency of all designs, calculations, specifications, drawings, BOQs, cost estimates and other technical documents prepared by it. **16.2 Approval by Authority** Review or approval by OB&CC or any statutory authority shall not relieve the Consultant of its professional responsibility for its designs and documents. **16.3 Design Development** Normal refinement, coordination and evolution of the design during schematic, detailed-design and construction stages shall form part of the Consultant's obligations and shall not constitute Additional Services. **16.4 Design Changes Directed by Authority** Where a substantial redesign becomes necessary solely because of a material change in Project scope directed by the Authority after approval of the relevant design, such redesign may be considered Additional Services under Clause 20 of SCC. **16.5 Heritage Sensitivity** The Consultant shall ensure that design interventions affecting archaeological or heritage assets are conservation-led, minimally intrusive and reversible where applicable and are undertaken only after obtaining required statutory approvals.
17.	3	**CONSTRUCTION MONITORING AND SUPERVISION** **17.1 Appointment as Supervision Consultant** The Consultant shall act as the Construction Supervision Consultant for all Works assigned under the Project. The TOR already requires continuous professional supervision, QA/QC, contract administration, measurement verification, review of variations and EOT, coordination and completion support. **17.2 Functions** The Consultant shall, inter alia: a. supervise construction in accordance with approved drawings, specifications and Works Contracts; b. review contractor programmes, methods, manpower, equipment and mobilisation; c. review working/shop drawings, material submissions, method statements and samples; d. inspect materials and workmanship and enforce QA/QC requirements; e. verify measurements and quantities; f. recommend/certify payments to Works Contractors where authorised; g. monitor physical and financial progress; h. identify delays and recommend corrective/recovery measures; i. review variations, extra/substituted items and extension-of-time requests; j. coordinate design clarifications;

		k. maintain site records and inspection documentation; l. monitor heritage, safety, environmental and statutory compliance; m. prepare progress and exception reports; n. conduct progress and technical meetings; o. inspect completed works and prepare snag/punch lists; and p. assist in testing, commissioning, completion and handover. **17.3 Limits of Authority** Unless expressly authorised in writing by OB&CC, the Consultant shall not: a. amend the Works Contract; b. waive any material obligation of the Works Contractor; c. approve a financial commitment or variation binding upon OB&CC; d. grant extension of time finally on behalf of OB&CC; or e. instruct material change in Project scope. The Consultant may make recommendations on such matters for decision of the Authority**.** **17.4 Emergency** Where immediate action is reasonably necessary to protect life, property, heritage assets or the Works, the Consultant may issue appropriate emergency directions and shall promptly report the same to OB&CC.
18.	6	**CONSULTANCY FEE AND PAYMENT** **18.1 Accepted Fee** The Consultant shall be paid the Accepted Consultancy Fee in accordance with Section III, Clause 8 and the Financial Proposal. **18.2 Stage Allocation** The agreed distribution shall be: Stage 1 – 10% Stage 2 – 10% Stage 3 – 5% Stage 4 – 20% Stage 5 – 10% Stage 6 – 35% Stage 7 – 10% as presently incorporated in the RFP. **Stages 1–5** Payment shall be linked to accepted deliverables/milestones. **Stage 6** Construction Monitoring & Supervision payment shall be linked to certified physical progress in accordance with Section III Clause 8.4. **Stage 7** Payment shall be linked to completion, commissioning and handover milestones. **18.3 Invoice**

		Invoices shall be supported by required documentation and certification. **18.4 Payment Period** Admissible undisputed amounts shall be paid within 30 days after certification, subject to statutory deductions. **18.5 Disputed Amounts** The Authority may withhold the disputed portion of an invoice while releasing the undisputed portion**.** **18.6 No Automatic Increase with Project Cost** Increase in estimated, tendered or actual Project cost shall not automatically increase the Consultancy Fee.
19.	2	**EXTENDED CONSTRUCTION SUPERVISION** **19.1 Applicability** Where actual construction extends beyond the period originally contemplated due to causes not attributable to the Consultant and continued supervision deployment is required, the Consultant may be paid for such extended deployment. **19.2 Rates** Payment shall be based on the applicable FIN-2 man-month rates. **19.3 Prior Approval** Extended deployment shall require prior written approval of OB&CC. **19.4 No Automatic Entitlement** Extension of the Works Contract period shall not, by itself, entitle the Consultant to additional payment**.** **19.5 Consultant-Caused Delay** No additional remuneration shall be payable for extended deployment arising from the Consultant's own delay, inadequate staffing, error, omission or default.
20.	2	**VARIATIONS, CHANGE IN SCOPE AND ADDITIONAL SERVICES** **20.1 Written Instruction** No Additional Services shall be undertaken without prior written instruction/approval from OB&CC. **20.2 Additional Services** Additional Services may include material change in: a. Project boundaries; b. number or nature of Project components; c. approved functional requirements; d. scope of statutory services; or e. design already approved, where redesign arises solely from a subsequent material change instructed by OB&CC**.** **20.3 Not Additional Services** The following shall ordinarily not constitute Additional Services: a. normal design refinement; b. correction of Consultant errors;

		c. coordination between disciplines; d. revisions required for compliance with originally applicable laws/codes; e. normal responses to statutory observations; f. routine GFC clarifications; or g. normal tender/construction-stage design coordination. **20.4 Fee** Where Additional Services are approved, remuneration shall be agreed in writing before commencement wherever practicable, based upon contractual rates or reasonable mutually agreed rates.
21.	3	**DEFECTS LIABILITY PERIOD SUPPORT** During the Works Contractor's Defects Liability Period, the Consultant shall provide professional support including: a. periodic inspections as required; b. review of defects reported by OB&CC/users; c. advice on responsibility and appropriate rectification; d. review/verification of major rectification works; e. review of outstanding snag items; and f. final inspection prior to closure of the DLP. DLP support shall not require continuous full-time site deployment**.**
22.	8.2/8.3/ 8.4	**SETTLEMENT OF DISPUTES** **22.1 Governing Law** The Contract shall be governed by and construed in accordance with the laws of India and applicable laws/rules of the State of Odisha. **22.3 Amicable Settlement** Any dispute arising out of or in connection with the Contract shall first be referred to authorised representatives of the parties for amicable settlement. The parties shall endeavour to resolve the dispute within 30 days of written notice of dispute or such extended period as mutually agreed**.** **22.4 Court Jurisdiction** If the dispute is not resolved amicably, either Party may seek appropriate relief before the competent court of law. The courts at Bhubaneswar, Odisha shall have exclusive jurisdiction. **22.5 No Arbitration** There shall be no arbitration.
23	9	**LIQUIDATED DAMAGES** **23.1 Applicability of GC Clause 9** GC Clause 9 shall apply to this Contract **subject to the modifications and clarifications contained in this SCC Clause 23**. **23.2 Overall Ceiling** Notwithstanding anything contained in GC Clause 9.2, the aggregate Liquidated Damages (“LD”) recoverable from the Consultant under the

		Contract shall not exceed **10% (ten per cent) of the Total Accepted Consultancy Fee, excluding GST**. **23.3 Delay in Deliverables/Milestones** GC Clause 9.3(a) shall stand modified as follows: Where the Consultant fails to submit or satisfactorily complete any deliverable or milestone within the time specified in the Contract, for reasons attributable to the Consultant, Liquidated Damages shall be levied at the rate of **1% (one per cent) of the Consultancy Fee attributable to the delayed deliverable or milestone for each week or part thereof of delay**, subject to the aggregate ceiling specified in SCC Clause 23.2. Where a Stage comprises more than one material deliverable and separate fee allocation for such deliverables has not been specified in the Contract, the Authority shall reasonably determine the proportion of the Stage Fee attributable to the delayed deliverable, having regard to its scope, importance and professional effort involved. **23.4 Defective or Unacceptable Deliverables** GC Clause 9.3(b) shall stand **deleted and replaced** by the following: Where any deliverable submitted by the Consultant is found to be materially incomplete, defective or not in conformity with the requirements of the Contract, the Authority may require the Consultant, by notice in writing, to rectify and resubmit the same within a reasonable period specified in such notice. If the Consultant fails to satisfactorily rectify and resubmit the deliverable within the period so specified, for reasons attributable to the Consultant, the resulting delay shall be treated as delay in the concerned deliverable and Liquidated Damages shall thereafter be levied in accordance with SCC Clause 23.3. **23.5 Delays Not Attributable to the Consultant** No Liquidated Damages shall be levied for any period of delay to the extent such delay is attributable to: a. any act, omission, delay, decision, instruction or change in Scope by the Authority; b. delay in approvals, clearances or decisions by ASI, State Archaeology, statutory/regulatory authorities or other Government agencies, where the Consultant has made the required submission in a timely and satisfactory manner; c. delay, default or non-performance of any Works Contractor or other agency not under the contractual control of the Consultant; d. suspension of the Services or Works for reasons not attributable to the Consultant;

		e. Force Majeure; or f. any other cause beyond the reasonable control of the Consultant. The Consultant shall promptly notify the Authority of any such event and shall take reasonable measures to mitigate the resulting delay. **23.6 Construction Monitoring & Supervision** During Stage 6 – Construction Monitoring & Supervision, delay or extension in the completion of any Works Contract shall **not by itself constitute delay or default of the Consultant**, provided that the Consultant has duly performed its supervision, monitoring, reporting, quality-control, certification and other contractual obligations. However, where delay in the Works is demonstrably caused or materially contributed to by a failure or delay attributable to the Consultant in performing its contractual obligations, the provisions of SCC Clause 23.3 shall apply to the concerned obligation/deliverable. **23.7 Recovery of Liquidated Damages** Liquidated Damages determined under this Clause may be recovered from any amount due or becoming due to the Consultant under the Contract and, where necessary, from the Performance Security in accordance with the Contract. Payment or recovery of Liquidated Damages shall not relieve the Consultant of its obligation to complete the Services or rectify the concerned deliverable, nor shall it prejudice any other remedy available to the Authority under the Contract.

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

Activity 1:

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

Activity 2:

Sr. No.	Milestone (Deliverabl	Time period for submission	Payment (as % of the total

	es)		service cost)
1.			
2.			
3.			
Total			

OR

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

Binding signature of Employer Signed by _____
(for and on behalf of the Governor of Odisha)

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

In the
presence of
(Witnesses)
1.

2.

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

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

Appendix D: Total Cost of Services (INR)

Appendix E: Duties of the "Employer"

Please refer TOR

SECTION: 8

PROCEDURE UNDER E-TENDERING

DEFINITIONS

a) **Tender portal:** The E-Procurement Portal of Government of Odisha introduced for the process of E-Tendering which can be accessed on https**://www.tendersodisha.gov.in**

b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.

c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

d) Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal ("**RFP**").

1. PARTICIPATION IN BID:

1.1 **PORTAL REGISTRATION:** The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GSTIN. The time period of validity in the portal is at per with validity of RC/GSTIN.Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

1.2 Bidders participating through Joint Venture shall declare the authorised 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 authorised signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

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 process that are undertaken through the e-Procurement system irrespective of who operates the system.

2. 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.

3. DOWNLOADING OF BID:

The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in "Latest Active Tender" Section of the homepage. The publication of the tender will be for specific period of time till the last date of submission of bids after which the same will be removed from the list of Active Tenders. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

4. CLARIFICATION ON BID:

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid / Procurement Officer-Publisher will clarify queries related to the tender. The clarification to the queries will be hoisted in the tender portal.

5. PREPARATION & SUBMISSION OF BID:

5.1 Detailed RFP may be downloaded from Tender Portal for detail study and preparation of bid. The bidder shall carefully go through the RFP document & prepare the required documents for Technical Proposal & Financial Proposal as specified in Cl.No.4.1 of Section-2 & upload the scanned copies of Technical proposal documents in PDF format & Financial proposal in excel (Fin-2) format template uploaded by the Authority.

5.2 The bidders should check the system generated confirmation statement on the status of the submission.

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

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

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

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

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

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

5.9 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

5.10 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Financial Proposal template duly filled in.

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

6. SIGNING OF BID:

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

7.1 All bid uploaded by the Bidder to the portal will be encrypted.

7.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

8.3 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.

8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

9. OPENING OF THE BID:

9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum / addendum. Bids cannot be opened before the specified date & time.

9.2 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

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

10. EVALUATION OF BIDS:

10.1 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 103 nos of pages".

10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive.

10.3 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.

10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

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

10.7 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.

10.8 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

10.9 The responsive bidders' name bid prices will be announced.

10.10 Procurement Officer-Openers shall sign on each page of the downloaded Financial Proposal and the Comparative Statement and furnish a certificate to that respect.

10.11 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.

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

DISCLAIMER

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