REQUEST FOR PROPOSAL

Selection of Consultant as Authority's Engineer for Supervision of the Work - "Improvement of Jaydev Vihar Nandan Kanan Road with Flyovers at Junctions from 0 km (Kalinga Stadium, Gate No 4) to 9.500 km (Raghunathpur Bridge)".



Odisha Bridge & Construction Corporation Limited

Vikas Bhawan, Nayapalli, Bhubaneswar- 751012

DISCLAIMER

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

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

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

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

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements

contained in this RFP.

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

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

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

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. 7342
File: SMT- 2141

Date: 28.09.26

NOTICE INVITING TENDER

Bid Identification: 41/Tender/OBCC/2026-27

The Chief General Manager-II, Odisha Bridge & Construction Corporation Limited, Vikash Bhawan, Bhubaneshwar on behalf of the Governor of Odisha, invites bids from the reputed agencies for providing Consultancy Services for the following assignment, to be received online.

Sl. No.	Name of the Work	Concerned Nodal Officer with Headquarters	Bid Security Fee/ EMD (Online bank transfer)	Bid Processing Fee (Online bank transfer)	Time for completion
1	2	3	4	5	7
1	Selection of Consultant as Authority's Engineer for Supervision of the Work - "Improvement of Jaydev Vihar Nandan Kanan Road with Flyovers at Junctions from 0 km (Kalinga Stadium, Gate No 4) to 9.500 km (Raghunathpur Bridge)"."	Chief General Manager-II	₹ 15,00,000.00	₹ 11,800.00 (Including GST)	**24** (Twenty-Four) Calendar Months

1. The Bid document shall be available on the website https://tendersodisha.gov.in, from **dt. 07.10.2026 to 5.30 P.M. of dt. 27.10.2026** for online bidding.
2. The bidder must possess compatible Digital Signature Certificate (DSC) of Class – III. The online bidding procedure is indicated in the document.
3. Pre-bid queries will be received up to **05.00 P.M of 13.10.2026** through email queries@obcc.in and circle2@obcc.in
4. The pre-bid meeting will be held on **14.10.2026 at 12.00 P.M** through video conferencing in the following link: https://meet.google.com/mmt-wsfs-min
5. The bids shall be received only on **"online"** on or before **05.30 P.M. of dt. 27.10.2026.**
6. The technical bids received online shall be opened on **dt. 28.10.2026 at 11.30 A.M** 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.

7. Bids submitted other than the e-procurement platform shall not be considered.

8. The authority reserves the right to cancel any or all bids without assigning any reason thereof.

9. Further details with any addendum, corrigendum, cancellation can be seen from the website https://tendersodisha.gov.in.

28/9/26

Chief General Manager-II

C.C. to:

1. The PS to The Hon'ble Minister, Law, Works, Excise Government of Odisha for kind information of Hon'ble Minister.
2. The PS to The Principal Secretary to Government of Odisha, Works Department, Bhubaneswar, for kind information of the Principal Secretary.
3. The Engineer-in–Chief (Civil), Odisha, Bhubaneswar
4. The Chief Engineer (Buildings), Odisha/ Chief Engineer (DPI & Roads), Odisha/ Chief Engineer (NHs), Odisha/ Chief Manager (Technical), State e-Procurement Cell, O/o E.I.C., Nirman Soudha, Bhubaneswar/ Chief Engineer, NIC office, Bhubaneshwar.
5. The Chief Finance Officer (CFO), OB & CC Ltd., Bhubaneswar

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(ଓଡ଼ିଶା ସରକାରଙ୍କ ପୂର୍ତ୍ତ ବିଭାଗ ଅଧିନସ୍ଥ ଏକ ଉଦ୍ୟୋଗ)

obcc

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: 7980
File: SMT-2141

Date: 16.10.26

CORRIGENDUM NO.- 1 to NIT

Bid identification No. **41/Tender/OBCC/2026-27**

Name of the Work: Selection of Consultant as Authority's Engineer for Supervision of the Work -"Improvement of Jaydev Vihar Nandan Kanan Road with Flyovers at Junctions from 0 km (Kalinga Stadium, Gate No 4) to 9.500 km (Raghunathpur Bridge)"."

Sl. No.	Reference	As per NIT	As modified
1.	Sl No. 1 NIT	The Bid document shall be available in the website https://tendersodisha.gov.in , from dt. 07.**10.2026 to 5.30 P.M.** of dt. 27.**10.2026** for online bidding.	The Bid document shall be available in the website https://tendersodisha.gov.in , from dt. 16.**10.2026 to 5.00 P.M.** of dt. 05.**11.2026** for online bidding.
2.	Sl No. 3 NIT	Pre-bid queries will be received up to **05.00 P.M of 13.10.2026** through email queries@obcc.in and circle2@obcc.in	Pre-bid queries will be received up to **05.00 P.M of 22.10.2026** through email queries@obcc.in and circle2@obcc.in
3.	Sl No. 4 NIT	The Pre-bid meeting will be held on 14.**10.2026 at 11.30 A.M** through video conferencing in the following link: httos://meet.google.com/mmt-wsfs-min	The Pre-bid meeting will be held on 23.**10.2026 at 04.00 P.M** through video conferencing in the following link: https://meet.google.com/mmt-wsfs-min
4	Sl No. 5 NIT	The bids shall be received only on **"online"** on or before **05.30 P.M. of dt. 27.10.2026.**	The bids shall be received only on **"online"** on or before **05.30 P.M. of dt. 04.11.2026.**
5	Sl No. 6 NIT	The technical bids received online shall be opened on **dt. 28.10.2026 at 05.30 PM** in the office of the Managing Director, Odisha Bridge & Construction Cooperation Ltd, Vikash Bhavan,	The technical bids received online shall be opened on **dt. 05.11.2026 at 11.30 AM** 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.	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.

6. The Corrigendum shall be the part of the RFP documents
7. All other terms & conditions remain unchanged.

Montaray
16/10/26

Chief General Manager-II

BID DATA SHEET

Sl. No.	Particulars	Details
1.	**Name of the Employer**	Managing Director, Odisha Bridge & Construction Corporation Limited (OB & CC Ltd.)
2.	**Method of Selection**	QCBS
3.	**Proposal Validity**	120 Days
4.	**Duration of the assignment**	24 months
5.	**Date of Issue of RFP**	16.10.2026
6.	**Deadline for Submission of Pre-Proposal / Pre-Bid Queries**	22.10.2026 upto 05.00 P.M
7.	**Pre-bid meeting (through VC)**	23.10.2026 at 04.00 P.M Video call link: https:// meet.google.com/mmt-wsfs-min
8.	**Issue of Pre-proposal Clarifications**	To be intimated later
9.	**Proposal Due Date**	5.30 P.M of dtd. 04.11.206
10.	**Date of opening of Technical Proposal**	05.11.2026 at 11.30 AM
11.	**Date of opening of Financial Proposal**	To be intimated later
12.	**Expected Date of Commencement of**	To be intimated later
13.	**Bid Processing Fee (Non-Refundable)**	**Rs. 11,800/-** (Rupees Eleven Thousand Eight Hundred Only) (including GST) through online mode as prescribed in e-procurement procedure annexed as Section 8 or offline mode.
14.	**Earnest Money Deposit (EMD) (Refundable)**	**Rs. 15,00,000/-** (Rupees Fifteen Lakhs) only through online mode as prescribed in e- procurement procedure annexed as Section 8
15.	**Performance Bank Guarantee (PBG)**	5 (Five) % of the Contract price

16.	**Contact Person**	Chief General Manager- II, Odisha Bridge & Construction Corporation Limited Tel no.: 0674- 2396309 Email: queries@obcc.in
17.	**Place of Opening of Proposal:**	Odisha Bridge & Construction Corporation Limited, Vikas Bhawan, Nayapalli, Bhubaneswar, Khurda, Odisha – 751012

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

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of Consultant as Authority's Engineer for Supervision of the Work -"Improvement of Jaydev Vihar Nandan Kanan Road with Flyovers at Junctions from 0 km (Kalinga Stadium, Gate No 4) to 9.500 km (Raghunathpur Bridge)"

1. The Chief Engineer-II, Odisha Bridge & Construction Corporation Limited, Odisha (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 reputed agencies for providing Consultancy services as Authority's Engineer for Supervision of the work -" Selection of Consultant as Authority's Engineer for Supervision of the Work - "Improvement of Jaydev Vihar Nandan Kanan Road with Flyovers at Junctions from 0 km (Kalinga Stadium, Gate No 4) to 9.500 km (Raghunathpur Bridge)"..

2. A bidder will be selected under **Quality Cost Based Selection (QCBS)** 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.

3. This is an e-tendering process by 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 on the tender Portal **www.tendersodisha.gov.in.**

4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.

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

6. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs. 11,800 /-** (Rupees Eleven Thousand Eight Hundred Only) (including GST) towards **Bid Processing Fee** and a refundable amount of **Rs. 15,00,000/-** (Rupees Fifteen Lakhs Only) towards **Earnest Money Deposit (EMD)** as prescribed in the RFP failing which the bid will be rejected.

7. This is an e-tendering process by Government of Odisha in Odisha Bridge & Construction Corporation Limited. The proposal must be submitted online only. In online mode, the

electronic files are to be uploaded on the tender Portal www.tendersodisha.gov.in. It is mandatory to submit the proposal in online mode only along with Bid processing fee and EMD.

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

9. The proposals will not be accepted physically, as the applicant has to submit their proposal through on- line mode within the stipulated date and time as mentioned in the RFP.

10. The schedule (date and time) of the bidding process is mentioned in the bid data sheet.

11. This RFP includes following sections:

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

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

Sd/-
Chief general Manager-II,
Odisha Bridge & Construction Corporation Limited

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

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

Please note - For the purpose of this RFP, Joint Venture(JV) or Consortium are not allowed.

Sl.No.	Pre-qualification Criteria	Supporting Documents
1	Bidder must be a Company as registered under the relevant Indian Companies Act or a Partnership Firm registered under the relevant act/law, or a Limited Liability Partnership registered under relevant act/laws.	Certificate of Incorporation
2	The Bidder shall have a minimum of 7 (seven) years of experience, as on the Proposal Due Date, from the date of incorporation, in providing **Authority Engineer (AE) services for EPC/Turnkey contracts, Project Management Consultancy (PMC), or Construction Supervision Consultancy (CSC)** for Road and Bridge Infrastructure Projects. ***This shall only be considered for the Bidder (legal entity submitting the proposal) and shall not be considered for parent company, sister companies, subsidiaries, associates, etc.***	**TECH-5,** Certificate of Incorporation
3	The bidder must have successfully completed/substantially* completed at least three (3) similar assignments** having project value*** of at least **INR 450 Crores** each in Road and Bridge Infrastructure projects for Central/State Government, Externally Aided Projects, Autonomous Bodies under Government administrative control, and National Organizations, during the last seven (7) years preceding the bid submission due date. Out of the above three (3) similar assignments, at least 1 (one) assignment shall have a Cable-Stayed/ Extradosed Bridge with main span of minimum 80mtrs. Project value of completed assignments of previous financial years shall be given a weightage of 10% (ten per cent) per year based on rupee value to bring them to the price level up to the year of bid invitation. **Please note that bidders cannot use experience/credentials of their parent companies (even if parent company wholly owns the bidding entity) or of their subsidiary companies (even if wholly owned). In case the Bidder's experience is from an assignment executed as part of a Joint Venture (JV) or Consortium, only the portion of the project cost from that assignment corresponding to the Bidder's percentage of share in the JV/Consortium shall be considered for evaluation.**	Copies of Completion/ Substantial Completion Certificate from the employers stating completion or substantial completion.

4	The Average Annual Financial Turnover of the bidder must be at least **INR 18 Crores** from consulting business only during the last 3 financial years (ending 31st March 2026).	Financial Details of the bidder **(TECH - 3)** along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the Chartered Accountants and the authorized representative of the bidder highlighting the annual turnover from consulting business only
5	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Employer.	Self-Declaration from the Bidder / Lead consultant as per the format (**TECH - 6**)
6	The bidders shall submit a Power of Attorney in favor of the bidder's authorized representative for signing the bids.	Copy of Power of Attorney. (**TECH - 4**)

** Please note that projects which are **substantially completed** (minimum 90% of the contract value) will also be counted. A certificate or Letter from client /suitable proof of such completion needs to be submitted in this case.*

*** **"Similar Assignment**" means an assignment involving Authority Engineer (AE) services for EPC/Turnkey contracts, Project Management Consultancy (PMC), or Construction Supervision Consultancy (CSC) services for 4/6/8-lane Road and Bridge Infrastructure Projects*

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

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

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

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

- Affidavit regarding Conflict of Interest **(TECH - 6)**
- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Employer **(TECH - 7)**
- Approach, Methodology & Work Plan to undertake the assignment **(TECH - 8)**
- CV of all Key Personnel (mentioned in Section-3) as per TOR **(TECH - 9)**
- Proposed Work Plan to carry out the assignment **(TECH - 10)**
- Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/PSUs/ National Organization during the last 5 years from the bid submission due date. (on the letterhead of the bidder)
- Declaration of No involvement in any legal conflicts or any pending legal issues with the Employer / tender inviting authority during last 3 years from bid submission due date. (on the letterhead of the bidder)

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

3. Bid Processing Fee:

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

4. Earnest Money Deposit:

The bidder must furnish as part of technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 15,00,000/- (Rupees Fifteen Lakhs Only)** in online mode only through e-procurement portal. In case successful bidder is announced, EMD of all unsuccessful bidders shall be returned within thirty (30) days of selection of Bidder, while the EMD of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP).

5. Validity of the Proposal:

Proposals shall remain valid for a period of **120 (One hundred and Twenty)** days from the date of opening of the technical proposal. The Employer reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and

award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

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

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

7. Preparation and Submission of Proposal:

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

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

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

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

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

(iii) The Applicant shall upload scanned copies of the Technical Proposal as specified in Clause7(ii)A(a) above on the Tender Portal before the Proposal Submission due date as specified in Data Sheet. Financial Proposal as specified in Clause7(ii)A(b) is to be submitted online only & no hard copy is to be submitted.

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

(v) Each page of the two parts should be page numbered and in conformity with the eligibility qualifications and clearly indicated using an index page. The Employer 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 Employer.

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

8. Opening of the proposal:

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

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

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

(iv) The Financial Proposal as specified in 7(ii)A(b) will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

9. Evaluation of Proposal:

A 3 (three) step evaluation process will be conducted as explained below for evaluation of the proposals:

Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of the following documents / information will be verified:

a) Filled in Bid Submission Check List in Original **(Annexure-I)**
b) Bid Processing Fee & Bid Security (EMD), as applicable.
c) Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
d) General Details of the Bidder (TECH – 2)
e) Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction
f) Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder.
g) Relevant Past Experience of Bidder (TECH-5)
h) Affidavit regarding Conflict of Interest (TECH - 6)
i) Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Employer (TECH - 7)
j) Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
k) CV of Key Personnel as per TOR (TECH - 9)
l) Proposed Work Plan to carry out the assignment (TECH - 10)
m) Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization/ Private Organization during last 5 years preceding the bid submission due date. (on the letterhead of the bidder)
n) Declaration of No involvement in any legal conflicts or any pending legal issues with the Employer / tender inviting authority during last 3 years preceding the bid submission due date. (on the letterhead of the bidder)
o) All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.

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

Technical Evaluation (2nd Stage): Technical Evaluation will be done only for those applicants who meet the requirements set in the 'Pre-Qualification Criteria'.

The Technical eligibility of the bidder shall be assessed based on the following criteria:

S. N.	Evaluation Criteria	Maximum Marks
1	**Specific Experience of the consultant relevant to the assignment**	**40**
1.1	The bidder should have a minimum average annual turnover of **INR 18 Crores** in the last 3 Financial Years (ending 31st March 2026) from the consulting business only. The marks shall be awarded as follows: • Average annual turnover of **more than INR 18 Crores and up to INR 40 Crores**: **5 Marks** • For **each increment of INR 20 Crores in average annual turnover above INR 40 Crores**, **2.5 additional Marks** shall be awarded, subject to a **maximum of 5 additional Marks**.	10
1.2	Bidders must have successfully **completed/ Substantially Completed*** assignments of similar** nature in the Road / Bridge (including Railway Over Bridge) Infrastructure in Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control / National Organization during the **last 7 (seven) years** preceding the bid submission due date. For conditions related to the experience and definition of 'successful completion', 'assignment of similar nature' and 'project value', please refer to Section-2, Clause 1, point 3 of table.	
1.2.a	• For 3 completed/ Substantially Completed similar assignments conforming to the given conditions as laid out fulfilling any of the criteria as stipulated in the RFP – **10 Marks** • For each additional similar assignment – **2.5 Marks (**subject to a **maximum of 5 Marks)**	15

1.2.b	• For 1 completed/ Substantially Completed similar assignment having a Cable stayed/ Extradosed bridge with main span of 80m(min.) conforming to the given conditions as laid out fulfilling any of the criteria as stipulated in the RFP – **6 Marks** If the cable stayed/ extradosed bridge has main span length- >100m to 200m – additional **3 marks** >200m to 300m- additional **6 marks** >300m- additional **9 marks**	15
2	**Evaluation of Key Experts (Refer to Section-3, Clause No. 12 for qualification criteria)**	**40**
2.1	Team Leader -cum- Senior Bridge Engineer	8
2.2	Senior Highway Engineer	6
2.3	Bridge/Structural Engineer	6
2.4	Pavement Engineer	5
2.5	Quality cum Material Engineer	4
2.6	Contract Specialist	4
2.7	Quantity Surveyor	4
2.8	Survey Engineer	3
3	**Rating of the Firm** ***Note:-*** *For evaluation purposes, the latest Rating of the firm published by NHAI shall be considered.*	**10**
3.1	≥80	10
3.2	≥75 and <80	9
3.3	≥70 and <75	8
3.4	≥65 and <70	7
3.5	≥60 and <65	6
3.6	≥55 and <60	5
3.7	Less than 55	0
4	**Technical Presentation (To be presented by proposed Team Leader) - Adequacy of the proposed 'Approach & Methodology' and 'Work Plan' in response to the TOR**	10
TOTAL		**100**

Notes:

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

(ii). Only the experience uploaded on INFRACON Portal will be taken into consideration. The Bidder

shall be responsible for verifying the accuracy and authenticity of the CVs and experience details of all professionals submitted by it. In case any information furnished is found to be false, incorrect, or misleading, the Bidder shall be liable to compensate the Authority for all costs and losses arising therefrom, including the cost incurred due to the absence, non-deployment, or replacement of the concerned professional at site.

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

Each Key Expert shall be evaluated on a scale of 100 marks as per the detailed criteria provided below. The final technical score for each expert will then be proportionately scaled based on the individual weightage assigned to that expert, contributing to a cumulative total of 35 marks for all Key Experts.

TEAM LEADER CUM SENIOR BRIDGE ENGINEER (Sl.No. 2.1)

Sl.No.	Description		Max. Marks
I	**General Qualification**		**20**
a)	Degree in Civil Engineering and Post Graduation in Structural Engineering/ Bridge Engineering		20
II	**Relevant Experience & Adequacy for the Project**		**80**
a)	**Total Professional Experience**		25
	<15years	0	
	15-18 years	19	
	>18-21 years	22	
	>21 years	25	
(b)	**Experience in handling of major Bridge projects with modern bridge construction technology viz., Cable Stayed Bridge/Extradosed Bridge/Full Span Launching/ Incremental Launching etc.**		20
	< 5 years	0	
	5-10 years	15	
	>10–15 years	17	
	> 15 years	20	
(c)	**Experience in Similar Capacity**		**35**
(i)	**Experience as Team Leader or similar capacity in Highway Development Projects or similar projects**		20
	< 5 years	0	
	5-7 years	15	
	>7–10 years	17	
	> 10 years	20	
(ii)	**Experience as Team Leader or similar capacity in at least Two projects in Construction Supervision /AE/IE involving at least one Major Bridge(Minimum 300m length excluding approach road) in the project- Number of Projects**		15
	< 2 projects	0	

	2 projects	11	
	3- 5 projects	13	
	> 5 projects	15	
	Total		**100**

SENIOR HIGHWAY ENGINEER (Sl.No. 2.2)

Sl.No.	Description		Max. Marks
I	**General Qualification**		**20**
a)	Degree in Civil Engineering and Post Graduation in Highway Engineering/ Transportation Engineering		20
II	**Relevant Experience & Adequacy for the Project**		**80**
a)	**Total Professional Experience**		20
	>12 years	0	
	12-14 years	15	
	>14-17 years	17	
	>17 years	20	
(b)	**Experience in Planning, project preparation and design/design review of Highway (4/6 or more laning of NH/ SH/ Expressways) or Major bridge projects**		**10**
	5-7 years	5	
	>7-10 years	7	
	>10 years	10	
(c)	**Experience in Construction Supervision/AE/IE for Projects (4/6 or more laning of NH/ SH/ Expressways)**		**10**
	5-7 years	5	
	>7-10 years	7	
	>10 years	10	
(d)	**Experience in Similar Capacity**		**40**
(i)a	**Experience in Planning, project preparation and design/design review of Highway (4/6 or more laning of NH/ SH/ Expressways)- Number of Projects**		20
	2 projects	15	
	3- 5 projects	17	
	> 5 projects	20	
(i)b	**Experience in Construction Supervision/AE/IE for 4/6 or more laning of NH/SH/Expressways having road length no less than 50km each or major Bridge projects having Bridge length of 300m each (excluding approach roads) -Number of Projects**		20
	1 project	12	
	2 projects	15	
	3- 5 projects	18	

	> 5 projects	20	
	Total		**100**

BRIDGE/ STRUCTURAL ENGINEER (Sl.No. 2.3)

Sl.No.	Description		Max. Marks
I	**General Qualification**		**20**
a)	Degree in Civil Engineering and Post Graduation in Structural Engineering/ Bridge Engineering		20
II	**Relevant Experience & Adequacy for the Project**		**80**
a)	**Total Professional Experience**		**20**
	<10 years	0	
	10-12 years	15	
	>12-15 years	17	
	>15 years	20	
(b)	**Experience in design/ design review of major Bridges /ROB /Flyover /Interchanges/any other such structures.**		**25**
	< 5 years	0	
	5-7 years	19	
	>7–10 years	22	
	> 10 years	25	
(c)	**Experience in Similar Capacity**		**35**
(i)	**In Design/ Design Review of cable stayed bridge/extra dosed bridge – length of main span**		20
	< 80m	0	
	>=80m and <100m	15	
	>=100m and <120m	17	
	>= 120m	20	
(ii)	**Experience in similar capacity for major bridge projects having modern bridge construction technology viz., Precast Segmental/Balanced Cantilever Construction/ Extra dosed Bridge/Full Span Launching/Incremental Launching - Number of Projects**		15
	< 2 projects	0	
	2 projects	11	
	3- 5 projects	13	
	> 5 projects	15	
	Total		**100**

PAVEMENT ENGINEER (Sl.No. 2.4)

Sl.No.	Description	Max. Marks
I	**General Qualification**	**20**
a)	Degree in Civil Engineering	10

b)	Post Graduation in Highway Engineering/ Transportation Engineering		10
II	**Relevant Experience & Adequacy for the Project**		**80**
a)	**Total Professional Experience**		**20**
	<10 years	0	
	10-12 years	15	
	>12-15 years	17	
	>15 years	20	
(b)	**Experience in Pavement design or Pavement design review of Highway project (4/6 or more laning of NH/SH/Expressways)**		**25**
	< 5 years	0	
	5-7 years	19	
	>7–10 years	22	
	> 10 years	25	
(c)	**Experience in Similar Capacity**		**35**
(i)a	**Experience in Pavement design or Pavement design review of Highway project (4/6 or more laning of NH/SH/Expressways)- Number of Projects**		25
	< 2 projects	0	
	2 projects	19	
	3- 5 projects	22	
	> 5 projects	25	
(i)b	**Experience in Construction Supervision/AE/IE for 4/6 or more laning of NH/SH/Expressways involving two/four/six laning having road length no less than 50km each or major Bridge projects having Bridge length of 300m each excluding approach road – Number of Projects**		10
	< 1 projects	0	
	1 projects	8	
	2- 3 projects	9	
	> 3 projects	10	
	Total		**100**

QUALITY CUM MATERIAL ENGINEER (Sl.No. 2.5)

Sl.No.	Description	Max. Marks
I	**General Qualification**	**20**
a)	Degree in Civil Engineering	10
b)	Post Graduation in Foundation Engineering/ Soil Mechanics/ Geotechnical Engineering	10
II	**Relevant Experience & Adequacy for the Project**	**80**
(a)	**Total Professional Experience**	**25**

	<10 years	0	
	10-12 years	19	
	>12-15 years	22	
	>15 years	25	
(b)	**Experience in Construction Supervision/AE/IE for major NH/SH/Expressways or major Bridge projects**		**25**
	< 5 years	0	
	5-7 years	19	
	>7–10 years	22	
	> 10 years	25	
(c)	**Experience in Similar Capacity**		**30**
(i)	**In Construction/ Construction Supervision of 4/6 or more laning of NH/SH/Expressways involving two/four/six laning having road length no less than 50km each or major Bridge projects having Bridge length of 300m each excluding approach road - Number of Projects**		30
	< 2 projects	0	
	2 projects	24	
	3- 5 projects	27	
	> 5 projects	30	
	Total		**100**

CONTRACT SPECIALIST (Sl.No. 2.6)

Sl.No.	Description		Max. Marks
I	**General Qualification**		**20**
a)	Degree in Civil Engineering with Graduation in Law		10
b)	Post Graduation in Construction Management or Contract Management		10
II	**Relevant Experience & Adequacy for the Project**		**80**
a)	**Total Professional Experience**		**20**
	<10 years	0	
	10-12 years	15	
	>12-15 years	17	
	>15 years	20	
(b)	**Experience in Contract management of Highway (4/6 or more laning of NH/SH/Expressways) or major Bridge projects having Bridge length of 300m each excluding approach road**		**25**
	< 5 years	0	
	5-7 years	19	
	>7–10 years	22	
	> 10 years	25	

(c)	**Experience in Similar Capacity**		**35**
(i)a	**In Contract management for major NH/SH/Expressways / major Bridge projects having contract value of at least Rs. 250 Crore each handling variation orders, claims of contractor and their appropriate disposal in Similar Capacity - Number of Projects**		25
	< 2 projects	0	
	2 projects	19	
	3- 5 projects	22	
	> 5 projects	25	
(ii)b	**In Handling Arbitration cases for major NH/SH/Expressways / major Bridge projects in Similar Capacity - Number of Projects**		10
	< 1 project	0	
	1 project	7	
	> 1 project	10	
	Total		**100**

QUANTITY SURVEYOR (Sl.No. 2.7)

Sl.No.	Description		Max. Marks
I	**General Qualification**		**20**
a)	Graduate or equivalent in Civil Engineering		10
b)	Post Graduation in Construction Management		10
II	**Relevant Experience & Adequacy for the Project**		**80**
a)	**Total Professional Experience**		**20**
	<10 years	0	
	10-12 years	15	
	>12-15 years	17	
	>15 years	20	
(b)	**Experience in Preparation of Bill of Quantities, Contract documents and documentation of Highway (4/6 or more laning of NH/SH/Expressways) or major Bridge projects having Bridge length of 300m each excluding approach road**		**25**
	< 8 years	0	
	8-10 years	19	
	>10-12 years	22	
	>12 years	25	
(c)	**Experience in Similar Capacity**		**35**
(i)a	**In Quantity Surveying for Highway (4/6 or more laning of NH/SH/Expressways) or major Bridge projects having Bridge length of 300m each excluding approach road**		10
	< 5 years	0	

	5-7 years	8	
	>7- 10 years	9	
	> 10 years	10	
(ii)b	**In Quantity Surveying for highway projects (NH/SH/Expressways) involving four/six or more laning having minimum road length of 50 km or Major Bridge project having length of minimum 300m(excluding approach roads)- Number of Projects**		25
	< 2 projects	0	
	2-3 projects	19	
	> 3- 5 projects	22	
	> 5 projects	25	
	Total		**100**

SURVEY ENGINEER (Sl.No. 2.8)

Sl.No.	Description		Max. Marks
I	**General Qualification**		**20**
a)	Graduate or equivalent in Civil Engineering		10
b)	Post Graduation in Survey Engineering/ Surveying / Remote Sensing		10
II	**Relevant Experience & Adequacy for the Project**		**80**
a)	**Total Professional Experience**		**20**
	<10 years	0	
	10-12 years	15	
	>12-15 years	17	
	>15 years	20	
(b)	**Experience in project preparation and construction with thorough understanding of modern computer based methods of surveying for Highway (Highway (4/6 or more laning of NH/SH/Expressways) or major Bridge projects having Bridge length of 300m each excluding approach road**		**25**
	< 8 years	0	
	8-10 years	19	
	>10-12 years	22	
	>12 years	25	
(c)	**Experience in Similar Capacity**		**35**
(i)a	**In Surveying for major Highway (4/6 or more laning of NH/SH/Expressways) or major Bridge projects having Bridge length of 300m each excluding approach road**		10
	< 5 years	0	
	5-7 years	8	
	>7- 10 years	9	

	> 10 years	10	
(ii)b	**In Surveying for highway projects (NH/SH/Expressways) involving four/six or more laning having minimum road length of 50 km or major Bridge projects having Bridge length of 300m each excluding approach road - Number of Projects**		25
	< 2 projects	0	
	2-3 projects	19	
	> 3- 5 projects	22	
	> 5 projects	25	
	Total		**100**

(iv). A Proposal shall be rejected if the Team Leader receives a score of less than 70% in the technical evaluation. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.

(v). Date, time and venue for Technical Presentation shall be intimated later.

(vi). Please note that the Key Experts shall be considered for evaluation only after they meet the eligibility conditions as specified in Clause 12 of Section-3.

(vii). Bidder should qualify for a minimum of 70% in each of the sections and **minimum 80 out of 100** marks in overall.

FINANCIAL EVALUATION (3rd Stage): The Financial Proposals of only those Bidders who have passed the technical evaluation (2nd Stage) with a minimum score of 80 shall be opened.

(viii). The name of the Bidder along with the quoted "Price Bid" will be announced during the Financial Proposal opening. If there is only 1 qualified Bidder, the Client may, at its sole discretion, decide to open this Bidder's Financial Proposal.

(ix). Following the opening of the Financial Proposals, the Client shall evaluate the Financial Proposals for responsiveness. A Financial Proposal shall be considered responsive only if the Bidder has populated the mandatory rows of the excel sheet provided on the e-Procurement Portal.

(x). The Client shall notify a qualified Bidder whose Financial Proposal is found to be non-responsive, that such qualified Bidder's Financial Proposal shall not be considered for award of the Project and their Proposal shall be rejected.

10. Evaluation Process:

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**); Tw+ Pw= 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. 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 e-Bank Guarantee amounting to **5 (Five)** % of the contract value from a Nationalized/ Schedule Bank of India approved by Finance Department, Government of Odisha vide their letter no.26061 dated.19.10.2022, in favor of **Managing Director, OB&CC Ltd**., as per the format at Annexure-II, valid for a period of ***three months beyond the entire contract period*** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract.

Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder.

No interest shall be paid on the PBG.

12. Contract Negotiation

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

13. Award of Contract:

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

14. Conflict of Interest:

Conflict of interest exists in the event of:

(i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;

(ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Employer directly or indirectly; and

(iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Employer as this would amount to their disqualification and breach of contract.

15. Disclosure:

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

- Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

(ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

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

16. Anti-corruption Measure:

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

(ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Employer shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

17. Language of Proposals:

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

18. Cost of Bidding:

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

19. Legal Jurisdiction:

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

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages

and thereafter the Employer holds the option for cancellation of the contract for pending activities and completes the same from any other Consultant. The Employer 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 Employer and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ 1% per week of subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG 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 may be debarred from participation in future bids of the next five years from the date of this occurrence and notifications. In case of unapproved leaves for any resource, the pro-rata amount of the leave period may be deducted from the invoice amount for that particular resource. Such deduction shall be as per decision of the Employer. Minimum deployment is 6 days per week with minimum of 24 days per month.

21. Confidentiality:

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

22. Amendment of the RFP Document:

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

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

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

24. Copyright, Patents and Other Proprietary Rights:

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 documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Employer's request, the Consultant shall take all necessary steps to submit them to the Employer in compliance with the requirements of the contract.

25. Replacement of Key Personnel:

The key personnel to be deployed under this contract must be dedicated in nature. However, the Employer reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within thirty (30) calendar days from the date of approval of replacement. The existing personnel shall continue to be deployed and function as required until such replacement is made available. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Employer and Division Office at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the Employer, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Employer shall not relieve the consultant from responsibility for failure to meet the requirements of the contract.

Replacement of the Team Leader shall be considered a deviation from the agreed terms and shall attract liquidated damages as specified below:

a) First instance of replacement: Liquidated damages equivalent to ten percent (10%) of the Team Leader's total remuneration for the entire contract period shall be imposed.

b) Subsequent instances of replacement: For each subsequent instance of replacement, liquidated damages equivalent to an additional five percent (5%) of the Team Leader's total remuneration stipulated in the Agreement for the entire contract period shall be imposed.

c) The liquidated damages under sub-clauses (a) and (b) shall be imposed cumulatively until the total deduction reaches twenty percent (20%) of the Team Leader's total remuneration for the entire contract period.

d) After the cumulative liquidated damages have reached twenty percent (20%) of the Team Leader's total remuneration, each further instance of replacement shall attract additional

liquidated damages equivalent to one percent (1%) of the Consultant's contract value.

Each key personnel position, other than the Team Leader, may be replaced only once during the entire term of the Contract. Any replacement beyond the permitted limit shall attract liquidated damages in accordance with the mechanism specified above, i.e., 10% of the concerned personnel's original total remuneration for the first instance of replacement beyond the permitted limit, followed by an additional 5% for each subsequent instance, until the cumulative LD reaches 20% of such personnel's original total remuneration. And each further instance of replacement shall attract additional liquidated damages equivalent to one percent (1%) of the Consultant's contract value.

In all cases of replacement of the Team Leader or any other key personnel, the Consultant shall provide a replacement having qualifications, experience, and expertise equal to or better than those of the personnel originally proposed and approved under the Contract. All such replacements shall be subject to the prior approval of the Employer.

OB&CC Ltd. shall have the right to interview and assess the resources proposed by the selected bidder in its technical proposal prior to their deployment. If any proposed resource is found unsuitable by OB&CC Ltd., the selected bidder shall propose an appropriate replacement having equivalent or better qualifications and experience, subject to the approval of OB&CC Ltd.

No liquidated damages shall be imposed where the Team Leader or any key personnel proposed be replaced in unavoidable circumstances beyond the reasonable control of the Consultant, including, but not limited to, retirement, death, medical incapacity, or any other circumstances included in the agreement (General Conditions of Contract)., provided that the Consultant promptly informs the Employer and provides a suitable replacement meeting the required qualifications and experience, subject to the Employer's approval.

26. <u>Force Majeure:</u>

For purpose of this clause, ''Force Majeure'' means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Consultant, which prevents or delays the execution of the order by the Consultant If a force Majeure situation arises, the Consultant shall promptly notify Employer 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 Employer in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Consultant shall advise Employer in writing, the beginning and the end of the above

causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Employer reserve the right to cancel the contract without any obligation to compensate the Consultant in any manner for whatsoever reason.

27. Settlement of Dispute:

Any dispute, difference, claim or question arising out of or in connection with this RFP, the Selection Process, Consultancy Agreement or performance of the Services shall first be referred to the authorized representatives of OB&CC and the Consultant for amicable settlement.

The parties shall endeavor to resolve the dispute within 30 days from the date on which either party gives written notice of the dispute to the other, or within such extended period as may be mutually agreed.

If the dispute is not resolved amicably, either party may seek appropriate remedy before the competent court of law.

The courts at Bhubaneswar, Odisha shall have exclusive jurisdiction.

There shall be no arbitration under the Contract.

28. Disqualification of Proposal:

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

a. Proposal submitted without Bid Processing Fee & EMD as applicable
b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
c. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
d. Proposal is received in incomplete form
e. Proposal is received after due date and time for submission of bid
f. Proposal is not accompanied by all the requisite documents / information
g. A commercial bid submitted with assumptions, conditions or uncertainty.
h. Bids with any conditional technical and financial offer
i. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
j. Proposal is not properly sealed or signed
k. Proposal does not conform to the requirement of the scope of the work of the assignment.
l. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process

m. If any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;

i. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

n. Any other condition / situation which holds the paramount interest of the Employer during the overall section process.

29. Liability:

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

30. Indemnity:

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

SECTION: 3
(TERMS OF REFERENCE)

SCOPE OF SERVICES

1. Scope

1.1 These Terms of Reference (the "**TOR"**) for the Authority's Engineer are being specified pursuant to the Turnkey Agreement dated (the "**Agreement**"), which has been entered into between the Authority and (the "**Contractor**") for "Improvement Of Jaydev Vihar – Nandan Kanan Road With Flyovers At Junctions." on Turnkey basis.

1.2 The TOR shall apply to Design, Development and construction period of the Project.

2. Definitions and interpretation

2.1 The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.

2.2 References to Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be reference to the Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

2.3 The rules of interpretation stated in relevant Clauses of the Agreement shall apply, *mutatis mutandis*, to this TOR.

3 General

3.1 The Authority's Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

3.2 The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Authority before determining.

(a) any Time Extension.

(b) Any additional cost to be paid by the Authority to the Contractor;

(c) The Termination Payment;

3.3 The Authority's Engineer shall submit regular periodic reports, once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 7 (seven) days of the beginning of every month.

3.4 The Authority's Engineer shall inform the Contractor of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval in accordance with the provisions of relevant Clause of Turnkey Agreement.

3.5 The Authority's Engineer shall aid and advise the Authority on any proposal for Change of Scope.

3.6 In the event of any disagreement between the Parties regarding the meaning, scope and

nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

3.7 Development/ Design Period

3.7.1 During design and development period of project or immediately after mobilization at site, the Authority Engineer shall perform design review as per the contract agreement or RFP and submit a comprehensive review report, indicating any suggested modification in Scope of project.

3.7.2 Authority Engineer will witness traffic census, Geotechnical Investigation and all other investigations being carried out by the contractor and certify the correctness of the data and maintain the details in MPR.

4. Role and responsibility of Officers of the Authority

The officer in-charge of the Authority is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions of "The Engineer" as detailed in the Turnkey Agreement. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's .

Engineer and is fully competent to issue any instructions for proper monitoring and supervising project, either by himself or through the Authority's Engineer.

Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

5 Construction Period

5.1 During the Construction Period, the Authority's Engineer shall review and approve the Drawings furnished by the Contractor 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 Safety Consultant in accordance with the provisions of the Turnkey Agreement. The Authority's Engineer shall complete such review and send its observations to the Authority and the Contractor within 7(seven) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

5.2 The Authority's Engineer shall review and approve any revised Drawings sent to it by the Contractor and furnish its comments within 7 (seven) days of receiving such Drawings. The review/approval of drawings should be authenticated by the Authority's Engineer.

5.3 Verification of Material and its Sources by Authority Engineer:-

5.3.1 The Authority Engineer shall ensure that all materials used by the contractor are procured exclusively from sources approved by the Engineer in accordance with the contract specifications and standards.

5.3.2 The Authority Engineer shall verify and document the source of materials proposed by the contractor during the approval process and maintain a record of all approved material sources, including relevant test reports, certifications, and compliance documents. The Authority Engineer shall communicate any changes or updates regarding material source approvals to the contractor in writing.

5.3.3 The Authority Engineer shall conduct periodic inspections to verify that the materials delivered to the site match the approved source. Authority Engineer shall ensure that the contractor provides evidence of procurement from the approved source (e.g., invoices, transport receipts, or certifications).

5.3.4 In the event of non-compliance, the Authority Engineer shall immediately notify the contractor in writing and direct the removal of non-compliant materials from the site at the contractor's cost. He shall ensure that corrective actions are taken before work proceeds further.

5.3.5 In the Monthly Progress Report, the Authority Engineer shall submit Compliance status of materials used, any issues or deviations identified, along with corrective measures taken along with supporting documentation such as test reports, certificates, and inspection records.

5.3.6 The Authority Engineer shall be held accountable for any lapses in ensuring material compliance that result in deviations from approved standards or specifications and the suitable action under the agreement shall be taken against the Authority Engineer.

5.4 **Quality Assurance Manual and Plan** forms the basis of quality of the work. It is therefore to be ensured that the Quality Assurance Plan prepared by the contractor is checked and submitted by Authority Engineer to Authority within 15 days' time period of its submission by contractor. The Authority shall approve the QAP within 15 days from date of submission by AE, Thus, the Authority's Engineer shall ensure that contents of Quality Assurance Plan is as per requirements of IRC SP 112 and ISO : 9001. The copy of the approved Quality Assurance Plan will be sent by Authority's Engineer to the contractor and the Authority. The Authority's Engineer will review and submit to the Authority the methodology within 10 days of its receipt from the contractor for approval of Authority. The Authority shall approve the methodology within 10 days of receiving from Authority Engineer. The Authority Engineer will ensure that the methodology of the different components of the work are prepared keeping in view the specifications & Standards and machinery deployed by the contractor. The Authority Engineer may also offer their comments for modifying/ improving either of the document. After receiving the corrected document, the Authority Engineer shall review and formally submit these documents to Authority for approval of the same

5.5 The Authority's Engineer shall grant written approval to the Contractor, where necessary, for interruption and diversion of the flow of traffic in the existing lane(s) of the Project for purposes of maintenance during the Construction Period in accordance with the provisions of the Turnkey Agreement.

5.6 The Authority Engineer shall approve the CV of Project Manager/ Dy. Project Manager/ other key personnel deployed by the contractor at site. If Authority Engineer observed that qualified Key personnel have not been deployed by contractor at site, he will submit a report in this regard to the Authority.

5.7 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority and the contractor within 7 (seven) days of receipt of such report.

5.8 On a daily basis, the concerned key personnel of Authority Engineer shall inspect the Construction Works. Following activities need to be undertaken during the visits.

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

Review of quality of work shall be done in reference to Quality Assurance Plan(QAP)/Manual and ISO 9001:2008, IRC: SP: 47-1998 and IRC: SP: 57- 2000 for road bridges and roads respectively. The Authority's Engineer also needs to capture following documents and send to <Agency> field office via email on a daily basis

- *Scanned copy of filled RFI (Request for Inspection) form including commentary on 'Satisfactory/Unsatisfactory' nature of work completed by Contractor*
- *Daily inspection report Proforma as provided*
- *Readings of quality inspection tests witnessed by the Consultant*
- *Minimum 6 high resolution photographs supporting the remarks made by the Authority's Engineer in RFI form*

Team Leader will be responsible for sending daily emails to the Authority.

5.9 On a monthly basis, the Authority Engineer shall prepare a **Monthly Progress Report** in accordance with the format prescribed 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. In a separate section of the Progress Report, the Authority Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Authority Engineer shall send a copy of its Progress Report to the Authority and the Contractor latest by 7th of every month.
Key sections of the Monthly Progress Report are as follows:

S No.	Section	Sub-Sections
1	**Executive Summary**	1.1 Construction progress in current month
		1.2 Summary of strip plan
		1.3 Detailed strip plan
		1.4 Current issues and recommended actions by AE
		2.1 Salient Features of the Project

2	**Project Overview**	2.2 Project Milestones
		2.3 Location Map
		2.4 Key Plan
3	**Critical issues and Action log**	3.1 Pending issues and action log
		3.2 Obligations as per contract
4	**Physical Progress**	4.1 Detailed physical progress by component including work front availability
5	**Land Acquisition and Clearances**	5.1 LA summary
		5.2 LA detail by concerned Land Acquisition Authority
		5.3 LA detail by village
		5.4 Manpower with concerned Land Acquisition Authority
		5.5 Clearances summary
		5.6 Status of utility shifting
6	**Change of Scope**	6.1 Status of pending COS proposals
7	**Mobilization of Resources**	7.1 Resource mobilization by contractor as per work programme and actual availability at site
8	**Financial Progress Details**	8.1 Payment Status
		8.2 Details of Payments Released to Contractor (or Milestone-wise Payment Status)
9	**Summary of quality control tests**	9.1 Tests witnessed by AE
		9.2 Tests conducted by AE
10	**Monitoring of maintenance obligations during construction phase**	10.1 Critical issues and action log
		10.2 Cumulative defects and deficiencies
		10.3 Status of damages
11	**Safety features**	11.1 Pen picture on safety features at construction site
		11.2 Accident report
12	**Annexures**	Annex 1: Detailed list of physical components
		Annex 2 onwards: Additional details provided by AE

5.9.1 In addition to above mentioned sections, the Monthly Progress Report shall also include, but not limited to, the following:

i. Brief work summary for the preceding month.
ii. Status of environmental and safety issues.
iii. Status of various cost components such as cost of work performed, total payment received by the contractor up-to-date, and status of advances and financial securities. The comparison of the cost components with the cost baseline shall be reflected in the report along with the schedule performance index, schedule variance, and cost variance.
iv. Status of project duration, by comparing the progress with the Schedule Baseline. The output of project management in the form of Gantt chart, S-curve.
v. Summary of variations, and change orders made during the quarter and their impact on the project.
vi. Updated baselines for Scope, Cost and Schedule.

vii. Consultant's resource mobilization proposal for the quarter.

viii. Documentation on lessons learnt including the causes of issues, reasoning behind the corrective action chosen.

5.9.2 If at any time during the Construction Period, the Authority Engineer 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 Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

5.9.3 The Authority Engineer shall prepare a **Milestone Report** setting forth an overview of the status, progress, quality and safety of construction, including the status of the milestone, the available resources and details of lack of resources, to achieve the milestone, if any. In a separate section of the Milestone Report, the Authority Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the achievement of the Project. The Authority Engineer shall send a copy of its Milestone Report to the Authority within 15 days of schedule Milestone Date. The Milestone report shall be approved by the Authority before making milestone payment.

5.10 The Authority's Engineer shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.

5.11 For determining that the Works conform to Specifications and Standards, the Authority's Engineer 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 Agreement and in accordance with Good Industry Practice for quality assurance. For purposes of this, the tests specified in the IRC Special Publication-11 (Handbook of Quality Control for Construction of Roads and Runways) and the Specifications for Road and Bridge Works issued by MORT&H (the "Quality Control Manuals") or any modifications/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance.

5.12 The Authority's Engineer shall witness all the quality control tests and calibrations of plants and equipment carried out by the contractor at its site laboratory/ main laboratory/field/plants. Those include test for all material, mixes, products etc. Authority Engineer shall also witness all test of proprietary products like bearing in the manufacturer's laboratory as mandated in respective standards. Authority Engineer will also conduct review of quality control documents in respect of factory manufactured materials/ proprietary products etc. as per IRC:SP: 112.

5.13 The timing and location of tests referred to in Paragraph 5.10, and the criteria for acceptance/rejection of their results shall be determined by the Authority's Engineer in accordance with MoRTH specifications for road & Bridge works and respective Indian Road Congress Standards/ Guidelines /Manuals together with any other Indian/ International Standards, the methodology proposed by him at the time of bid submission referred thereto. Authority Engineer/Independent Auditors/ officers of Authority may also undertake minimum 1% random tests as directed by the Authority, on random sample basis at the locations to be decided by the Authority/Independent Auditors/ officers of Authority. These random tests 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. These random tests shall be tested by the Authority Engineer in contractor's laboratory or any third party NABL accredited laboratory as directed by the Authority. The payments of these test shall be made by the Authority separately if the result of these tests are as per specifications/ guidelines. If random sample/ test result is not as per the standards/ specifications, the cost of such testing shall be paid by the Contractor.

5.14 The Authority Engineer shall witness collection of all the test samples including random samples

collected by AE/ Authority officers from site and geotagged location of the collected sample shall be mentioned on the sample/ records. The details of the sample collected, and its geotag location data shall be uploaded on datalake or any other app developed by Authority for this purpose.

5.15 In the event that results of any tests conducted as per Turnkey Agreement establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.

5.16 The Authority's Engineer may instruct the Contractor to execute any work which is urgently required for the safety of the Project, 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 Turnkey Agreement shall apply.

5.17 In the event that the Contractor fails to achieve any of the Project Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer 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 Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.

5.18 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to Turnkey Agreement.

5.19 Authority's Engineer may recommend to the Authority suspension of the whole or part of the Works if the work threatens the safety of the Users and pedestrians. After the Contractor has carried out remedial measure, the Authority's Engineer shall inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked.

5.20 In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Authority's Engineer to inspect such works, the Authority's Engineer shall inspect the suspended works within 3 (three) days of receiving such notice, and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

5.21 The Authority's Engineer shall carry out, or cause to be carried out, all the Tests specified in Turnkey Agreement and issue a Completion Certificate or Provisional Certificate as the case may be. For carrying out functions under this Paragraph and all matters incidental thereto, the Authority's Engineer shall act under and in accordance with the provisions of Turnkey Agreement. The Authority's Engineer shall use following equipment in carrying out the tests.

S No	Key metrics of Asset	Equipment to be used
1	Surface defects of pavement	Network Survey Vehicle (NSV)
2	Roughness of pavement	Laser Profilometer
3	Strength of pavement	Falling Weight Reflectometer (FWD)

4	Bridges	Mobile Bridge Inspection Unit (MBIU)
5	Road signs and road markings	Retro-reflectometer

5.22 The Authority's Engineer shall perform its duty diligently for closure of the project including review and approval of as-built drawings, closure of all change of scope items, NCRs, pending items, snag list, statutory clearances and approval etc. including final bill. Non closure of items will be treated as poor performance and suitable action shall be taken as deemed necessary.

6 Supervision during Defect Liability Period

6.1 The Authority's Engineer shall monitor the defects in Defect Liability Period till the tenure of the Contract period.

6.2 The Authority's Engineer is required to prepare and send the Quarterly Progress Reports (QPR) to the Employer during the Defect Liability Period.

7 Determination of costs and time

7.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

7.2 The Authority's Engineer shall determine the period of Time Extension required under the Agreement to establish the actual loss of time.

7.3 The Authority's Engineer shall consult each Party in every case of determination in accordance with the provisions of Turnkey Agreement.

7.4 The Authority's Engineer shall submit their recommendations of EoT (Extension of Time) to Authority for approval.

8 Payments

8.1 The Authority's Engineer shall withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Authority's Engineer in accordance with the provision of Turnkey Agreement.

8.2 Authority's Engineer shall

(a) within 10 (ten) days of receipt of the Stage Payment Statement from the Contractor determine the amount due to the Contractor and recommend the release of 90 (ninety) percent of the amount so determined as part payment, pending issue of the Interim Payment Certificate; and

(b) within 15 (fifteen) days of the receipt of the Stage Payment Statement, deliver to the Authority and the Contractor an Interim Payment Certificate certifying the amount due and payable to the Contractor, after adjustments in accordance with the provisions of Turnkey Agreement.

9 Other duties and functions

The Authority's Engineer shall perform all other duties and functions as specified in the Agreement.

10 Miscellaneous

10.1 All key personnel and sub professional staff of the Authority Engineer shall use the fingerprint based (biometric) attendance system for marking their daily attendance. Attendance shall be marked at least once a day and anytime during the day. 1 Biometric Attendance System shall be installed by the Authority Engineer at its own cost at the site office in order to facilitate the attendance marking. A copy of monthly attendance records shall be attached with Monthly Status Report. Proper justification shall be provided for cases of absence of key personnel/ sub-professional staff which do not have prior approval from Project in-charge/Division Head.

10.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.

10.3 The Authority's Engineer shall review and approve all design, drawings, reports, survey, soil investigation reports, plan, profile, TCS, cross-section, drainage, diversion, GAD, Detailed design, fabrication drawing, shop drawings, construction methodology, QAP, horticulture works ,electrical works road safety, road furniture, illumination, etc.

10.4 The Authority's Engineer shall also supervise the shifting of utilities and any other works related to the project.

10.5 The Authority's Engineer shall recommend termination of construction contract as per provisions of contract agreement.

10.6 The Authority's Engineer shall be responsible for the overall Risk Management of the project and taking mitigation measures.

10.7 The Authority's Engineer shall be responsible to update WAMIS/CDMS portal, if the Authority provides them access to perform the same.

10.8 The Authority's Engineer shall retain at least one copy each of all Drawings and Documents received by it, including 'as – built' Drawings and keep them in its safe custody.

10.9 Within 90 (ninety) days of the Project Completion Date, the Authority's Engineer shall obtain a complete set of as built Drawings in 2 (two) hard copies or in such other medium as may be acceptable to the Authority, reflecting the Project as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Authority against receipt thereof.

10.10 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

10.11 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default within one week of its occurrence.

11 Performance Clause

Authority's Engineers shall be expected to fully comply with all the provisions of the `Terms of Reference', and shall be fully responsible for supervising the Design, and Construction of the facility takes place in accordance with the provisions of the Turnkey Agreement and other

schedules. Any failure of the Authority Engineer in notifying to Employer and the Contractor on non-compliance of the provisions of the Turnkey Contract Agreement and other schedules by the Turnkey Contractor, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

The Authority's Engineer shall appoint an authorized representative who, along with the Team Leader, shall carry out such tasks as may be assigned by the Employer. The Authority's Engineer shall, upon satisfaction of the requirements for completion of the Works in accordance with the Agreement, recommend the issuance of the Completion Certificate to the Employer. The Completion Certificate shall be issued by the Employer/Authority upon consideration of such recommendation and in accordance with the provisions of the Agreement.

12 CONSULTANT'S TEAM

A. List of key personnel to be fielded by the Consultants shall be as below:

Sl. No	Key Personnel	Man-months
i.	Team Leader Cum Senior Bridge Engineer	24 months
ii.	Senior Highway Engineer	24 months
iii.	Bridge/Structural Engineer	24 months
iv.	Pavement Engineer	24 months
v.	Senior Quantity cum Material Expert	24 months
vi.	Contract Specialist	24 months
vii.	Quantity Surveyor	24 months
viii.	Survey Engineer	24 months

B. List of Sub-professionals to be fielded by the Consultants shall be as below:

Sl. No	Key Personnel	Man-months
i.	Site Engineer (2 No.)	48 months
ii.	Road Safety Engineer (1 No.)	24 months
iii.	Electrical Engineer (1No.)	6 months
iv.	Horticulture Specialist (1No.)	6 months
v.	Document Controller (2No.)	48 months

Each of the **Key Personnel** and **sub-professionals** proposed for the Authority Engineer should fulfil the conditions of eligibility specified below:

S. No.	Expert team	Minimum Eligibility Criteria
A	***Key Personnel***	
1	Team Leader cum Senior Bridge Engineer	**Minimum Educational Qualification:** Graduate in Civil Engineering and Post-Graduate in Structural Engineering/ Bridge Engineering
		Total Professional Experience: Min. 15 years of professional experience
		Relevant Experience: At least 5 years of experience in bridge design/design review with modern bridge construction technology viz., Cable Stayed Bridge/Extradosed Bridge/Full Span Launching/Incremental Launching etc.
		Experience in Similar capacity: Must have experience as Team Leader or similar capacity in Highway Development Projects or similar projects for at least 5 years. And, Must have worked as Team Leader or similar capacity in at least Two projects in Construction Supervision /AE/IE involving at least one Major Bridge(Minimum 300m length excluding approach road) in the project
		Age Limit: 65 years on the date of submission of proposal
2	Senior Highway Engineer	**Minimum Educational Qualification:** Graduate in Civil Engineering and Post-Graduate in Highway /Transportation Engineering
		Total Professional Experience: Min. 12 years of professional experience
		Relevant Experience: Min. 5 years in Planning, project preparation, and design/design review of Highway/road projects of 4/6 or more laning(NH/SH/ expressways). And, Min. 5 years in in Construction Supervision/AE/IE for Highway Projects of 4/6 or more laning (NH/ SH/ Expressways).
		Experience in Similar capacity: Must have Worked as Highway Engineer or in similar capacity for Planning, project preparation and design/ design review in at least 2 highway projects of Four/six or more lanes (NH/SH/Expressways) . And, Must have Worked as Highway Engineer or in similar capacity for Construction Supervision/AE/IE in at least 1 highway project of Four/six or more lanes (NH/SH/Expressways) having road length no less than 50km each or 1 major Bridge project having Bridge length of 300m each (excluding approach roads) .
		Age Limit: 65 years on the date of submission of proposal
3	Bridge/Structural Engineer	**Minimum Educational Qualification:** Graduate in Civil Engineering and Post-Graduate in Structural Engineering/ Bridge Engineering
		Total Professional Experience: Min. 10 years of professional experience

		Relevant Experience: At least 5 years of in design/ design review of major Bridges /ROB /Flyover /Interchanges/any other such structures.
		Experience in Similar capacity: Must have worked as Structural Engineer or Bridge Engineer or in similar capacity in Design/ Design Review of cable stayed bridge/extra dosed bridge having at least 80m length of main span. And, Must have worked as Structural Engineer or Bridge Engineer or in similar capacity in at least 2 major bridge projects having modern bridge construction technology viz., Precast Segmental/ Balanced Cantilever Construction/ Extra dosed Bridge/Full Span Launching/ Incremental Launching etc.
		Age Limit: 65 years on the date of submission of proposal
4	Pavement Engineer	**Minimum Educational Qualification:** Graduate in Civil Engineering
		Desirable Education Qualification: Post-Graduate in Highway / Transportation Engineering
		Total Professional Experience: Min. 10 years of professional experience
		Relevant Experience: Min. 5 years in Pavement design or Pavement design review of Highway project (4/6 or more laning of NH/SH/Expressways)
		Experience in Similar capacity: Must have Worked as Pavement Engineer or in similar capacity for Pavement design or Pavement design review of at least 2 highway projects of Four/six or more lane (NH /SH /Expressways) having road length not less than 50km each. And, Must have Worked as Pavement Engineer or in similar capacity for Construction Supervision/AE/IE in at least 1 highway project of Four/six or more lane (NH/SH/Expressways) having road length no less than 50km each or 1 major Bridge project having Bridge length of 300m each (excluding approach roads)
		Age Limit: 65 years on the date of submission of proposal
5	Quality cum Material Engineer	**Minimum Educational Qualification:** Graduate in Civil Engineering
		Desirable Education Qualification: Post-Graduate in Geotechnical Engineering/ Foundation Engineering/ Soil Mechanics
		Total Professional Experience: Min. 10 years of professional experience
		Relevant Experience: Min.5 years of experience in Construction / Construction Supervision of Highway or Bridge projects
		Experience in Similar capacity: Must have worked as Quality cum Material Engineer or similar capacity in Construction/ Construction Supervision of at least 2 Highway / Bridge projects having 4/6 or more lane road length not less than 50km each or major Bridge length of 300m each excluding approaches.
		Age Limit: 65 years on the date of submission of proposal

6	Contract Specialist	**Minimum Educational Qualification:** Graduate in Civil Engineering with Degree in Law
		Desirable Education Qualification: Post Graduation in Contract Management or Construction Management
		Total Professional Experience: Min. 10 years of professional experience
		Relevant Experience: Min.5 years of experience in Contract management in Highway and Bridge projects having experience in forensic determination of delay and its impact on work program, handling Variation orders, claims of the contractor and their appropriate disposal. Must have handled Arbitration cases in respect of any Highway/ Bridge project.
		Experience in Similar capacity: Must have worked as Contract Specialist or in similar capacity for Contract Management of at least two large Highway/Bridge projects having contract value of more than Rs.250 crore each. And, Must have experience in handling Arbitration cases for at least 1 major NH/SH/Expressways / major Bridge projects in Similar Capacity
		Age Limit: 65 years on the date of submission of proposal
7	Quantity Surveyor	**Minimum Educational Qualification:** Graduate in Civil Engineering **Desired Educational Qualification:** Post Graduation in Construction Management
		Total Professional Experience: At least 10 years of professional experience
		Relevant Experience: Min.8 years of experience in design / design review / Construction / Construction Supervision of Highway and Bridge projects having have knowledge of geotechnical investigations, planning, surveys, interpretation of reports, shallow & deep foundations, ground improvement techniques, working out of bearing capacity for structure foundations, Software based slope stability analysis.
		Experience in Similar capacity: Must have experience of at least 5 years as Quantity Surveyor or similar capacity for major NH/SH/Expressways / major Bridge projects. And, Must have worked as Quantity Surveyor and handled quantity surveying and Billing documentation in at least 2 Highway / Bridge projects having 4/6 or more lane road length not less than 50km each or major Bridge length of 300m each excluding approaches.
		Age Limit: 65 years on the date of submission of proposal
8	Survey Engineer	**Minimum Educational Qualification:** Graduate in Civil Engineering
		Desired Educational Qualification: Post Graduation in Survey Engineering/ Surveying / Remote Sensing
		Total Professional Experience: At least 10 years of professional experience
		Relevant Experience: Min.8 years of experience in project preparation and construction with thorough understanding of modern computer-based methods of surveying of Highway (2/4/6 laning of

		NH/SH/Expressways) or major Bridge Projects
		Experience in Similar capacity: Must have experience of at least 5 years as Survey Engineer or similar capacity for major NH/SH/Expressways / major Bridge projects. And, Must have worked as Survey Engineer or similar capacity in at least 2 Highway / Bridge projects having 4/6 or more lane road length not less than 50km each or major Bridge length of 300m each excluding approaches.
		Age Limit: 65 years on the date of submission of proposal

B	***Sub-Professional***	
1	Associate Engineer (Bridges)	**Minimum Educational Qualification:** Graduate in Civil engineering
		Total Professional Experience: At least 5 years of professional experience
		Experience in Similar capacity: Must have Worked in similar capacity in at least one State / Central level major bridge project (Steel/PSC/RCC)
2	Associate Engineer (Roads)	**Minimum Educational Qualification:** Graduate in Civil engineering
		Total Professional Experience: At least 5 years of professional experience
		Experience in Similar capacity: Must have Worked in similar capacity in at least one major Highway projects (2/4/6 lane NH/SH/Expressways)
3	Associate Safety Engineer	**Minimum Educational Qualification:** Graduate in Civil engineering
		Total Professional Experience: At least 5 years of professional experience
		Experience in Similar capacity: Must have Worked in similar capacity in at least one major Highway projects (2/4/6 lane NH/SH/Expressways) /or in one State / Central level major bridge project
4	Electrical Engineer	**Minimum Educational Qualification:** Graduate in Electrical engineering
		Total Professional Experience: At least 5 years of professional experience
		Experience in Similar capacity: Must have Worked in similar capacity in any one State / Central level project
5	Horticulturist	**Minimum Educational Qualification:** Graduate in Relevant Field
		Total Professional Experience: At least 5 years of professional experience
		Experience in Similar capacity: Must have Worked in similar capacity in any one State / Central level project
		Minimum Educational Qualification: Graduate in any discipline

6	Document Controller	**Total Professional Experience:** At least 5 years of professional experience
		Experience in Similar capacity: Must have Worked in similar capacity in managing document control logs, MIS, maintaining drawings and correspondences for any projects

Note: -

1. ***The candidates must possess a degree or post graduate degree in engineering from a recognized university/ institution.***

2. ***The degree in engineering acquired through distance learning mode shall not be considered as per the Order dated 03.11.2017 of Hon'ble Supreme Court of India passed in CA No. 17869 -17870 / 2017 .***

3. *Bidders are required to submit the Curriculum Vitae (CVs) of all Key Experts (**Sl. No. A.1 to A.8**) along with relevant supporting documents. These documents must include:*

   - Copies of educational qualification certificates from recognized University/Institution; and
   - Experience certificates clearly demonstrating the professional background and expertise of the proposed personnel.
   - Valid document having D.O.B as proof of age.

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

Furthermore, the sub-professional staff shall be responsible for site monitoring, must meet the qualification criteria as mentioned above before being shortlisted and considered for further interview or selection by the Employer's representative.

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

13 PERIOD OF SERVICES

13.1 The services of an Authority's Engineer will be in phases as per Contract Agreement.

13.2 The appointment of the Authority's Engineer shall initially be as per details given below.

Period of service (in months)	Construction period (in months)
Construction Period as per Civil Contract Agreement	24 months

14 Project Coordinator

The Firm shall appoint a personnel from its head office to act as Project Coordinator for the assignment with approval of the Authority. The CV of the project coordinator shall be submitted to the Authority for approval, and he shall fulfill the eligibility criteria for Team Leader as per RFP. For the firms having rating score of more than 90, no approval of coordinators CV is required. He will be authorized to communicate with the Authority in respect of all matters pertaining to the project. If the performance of the project coordinator is found unsatisfactory, the Authority may direct replacement of the project coordinator. The cost of the Project Coordinator shall be incidental to the Consultancy Assignment.

Daily Inspection Report format in construction period

Component	Item Description	Description of inspection work carried out	Results of lab tests conducted (Test conducted, Pass/Fail)	Name of key personnel inspecting the work
1. Road works including culverts, and minor bridges	Embankment/ Sub Grade/ GSB/ WMM/ DBM/ BC			
2. Major Bridge works, Flyovers, ROB, RUB, VUP, PUP	Foundation/ Sub structure/ Super structure			
3. Approach to ROB/RUB/Major Bridges/ Viaduct / RE wall	Foundation/ Sub structure/ Super structure			
4. Other Works				

15 PAYMENT SCHEDULE

15.1 Key Terms

Term	What it means
Total Consultancy Fee (F)	The fixed total fee quoted by the Consultant in its Financial Bid (manpower BOQ), excluding GST, and accepted at award. It does not change.
Certified Manpower Bill	The Consultant's monthly bill for manpower actually deployed and verified, at the rates quoted in the Financial Bid.
Certified Value of Work	The value of work the Contractor has completed in a month, as certified under the Works Contract.
Contract Value of the Works (W)	The total accepted value of the Works Contract (the main construction contract).
Stipulated Completion Date	The date by which the Works are due to finish, as per the Works Contract (extended only by an approved Works Contract EOT).
Works Contract EOT	An extension of time given to the Contractor under the Works Contract. This is different from an extension of the Consultant's own tenure (see Clause H).
Supplementary Agreement Fee (F^R)	A separate fee agreed if the Consultant's services continue beyond the original tenure (see Clause H).
W_o	The certified value of work already completed on the date the Supplementary Agreement takes effect.

15.2 Fee Split

The Total Consultancy Fee (F) is divided into four parts:

55% — Manpower Payment (Clause A)
35% — Progress Payment (Clause B)
5% — Completion & Handover Payment (Clause C)
5% — Defects Liability Period (DLP) Payment (Clause C)

A. Manpower Payment — 55% of F

Each month, the Consultant is paid 55% of that month's Certified Manpower Bill.

Monthly Manpower Payment = 55% × that month's Certified Manpower Bill

The total of all Manpower Payments, added up over the whole tenure, cannot exceed 55% of Total Consultancy Fee (F). If manpower deployment falls short of what was expected, whatever remains unpaid under this 55% share once the Stipulated Consultancy Tenure ends is forfeited — it cannot be claimed later, whether during the Defects Liability Period or during any extension.

B. Progress Payment — 35% of F

% of Works completed = Certified Value of Work done to date ÷ W (capped at 100%)
Amount earned cumulatively = 35% × F × % of Works completed
Progress Payment this month = Amount earned cumulatively − Amount already paid under this head

This 35% share stops accumulating once the Stipulated Completion Date passes. Whatever percentage of the Works is not yet certified as complete by that date, the corresponding fee is forfeited — it will not be paid later, even if the project eventually finishes during an extension.

C. Completion & Handover Payment (5%) and DLP Payment (5%)

Each month, as manpower bills are certified, an amount equal to 10% of that month's Certified Manpower Bill (5% earmarked for Completion & Handover, 5% for DLP) is set aside on paper — but it is not actually paid out yet.

Completion & Handover (5%): paid only once the Works are fully completed, tested, commissioned and handed over, along with all required documents and clearances.

DLP (5%): paid only once the Defects Liability Period is successfully closed — all defects rectified and verified, and the final DLP report submitted.

D. Overall Cap and No Carry-Forward

Adding up all four parts, the Consultant cannot be paid more than F in total for the original tenure. Any amount not earned under the 55% or 35% shares by the time the tenure ends is forfeited — it is not carried forward, adjusted, or paid later. (A Supplementary Agreement under Clause H is a separate, additional fee pool and is not counted against Total Consultancy Fee-F)

G. The Four Parts Don't Affect Each Other

A shortfall in one part does not reduce or top up another part, and none of the four parts is affected by an extension of time given to the Contractor under the Works Contract:

• A shortfall in manpower deployment forfeits only the unused portion of the 55% share (Clause C).
• A shortfall in physical progress forfeits only the unused portion of the 35% share (Clause D).
• The 5% Completion & Handover and 5% DLP shares are paid purely on their own milestones.

H. Extension of Services — Supplementary Agreement

If the Consultant needs to continue services beyond the original tenure, the Employer and Consultant will sign a Supplementary Agreement for the extra period, with its own separate fee — F^R.

How F^R is fixed: purely on the basis of the extra manpower/resources actually needed for the extension, at the same rates the Consultant originally quoted in its bid. No escalation, mark-up, or extra profit is added just because the tenure is extended.

Each month, the Consultant is paid 100% of that month's Certified Manpower Bill during the extended period.

All payments during the extension remain capped at **F^R**;

I. Illustrations (for guidance only — not part of the operative Clause)

Payment During the Original Tenure

Assume F = ₹12 Cr; W = ₹600 Cr. Month 1 manpower bill = ₹50 lakh; Month 2 manpower bill = ₹50 lakh. Certified work value = ₹9 Cr in Month 1 and a further ₹40 Cr in Month 2 (cumulative ₹49 Cr).

Step	Month 1	Month 2
Manpower Payment = 55% × month's manpower bill	55% × ₹50L = ₹27.50L	55% × ₹50L = ₹27.50L

% of Works completed (cumulative)	₹9Cr ÷ ₹600Cr = 1.5%	₹49Cr ÷ ₹600Cr = 8.17%
Amount earned cumulatively under Progress head = 35% × F × %complete	35% × ₹12Cr × 1.5% = ₹6.30L	35% × ₹12Cr × 8.17% = ₹34.30L
Progress Payment this month = earned cumulatively − already paid	₹6.30L − 0 = ₹6.30L	₹34.30L − ₹6.30L = ₹28.00L
Total Monthly Payment = Manpower + Progress	**₹27.50L + ₹6.30L = ₹33.80L**	**₹27.50L + ₹28.00L = ₹55.50L**

Total cash paid to the Consultant by the end of Month 2 = ₹33.80L + ₹55.50L = ₹89.30 lakh (against F of ₹12 Cr). Separately, 10% of each month's manpower bill — ₹5 lakh in Month 1 and ₹5 lakh in Month 2 — accrues toward the Completion & Handover and DLP payments, payable only when those milestones are achieved.

16 CONTRACT MANAGEMENT

16.1 MEETINGS

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

16.2 REPORTING

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

b. The CMC shall be responsible for monitoring the progress of the assignment, to oversee that the assignment is carried out as per the contract, to assess the quality of the deliverables, to accept/reject any art of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services is found inferior and for any such deficiency related to the completion of the assignment. Monitoring the progress of assignment entails following activities:
   - Issuing the notice to proceed;
   - Review of the inception phase;
   - Deciding on possible modifications to scope of work and issuing contract variations;
   - Monitoring progress of assignment, monitoring that key experts are actually employed, reports and their review including review of draft final report and the final report to ensure that assignment (whether time- based or Lump-sum) is completed in accordance with the contract;
   - Billing, payment and monitoring the expenditure vis-à-vis progress;
   - Resolving problems faced by consultants/service providers and dealing with disputes and arbitration;
   - Terminating services prior to the end of the contract;

- Release of final payment and guarantees (if any) and closing the contract;
- Post contract evaluation.

c. The Consultant will prepare issue papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

d. The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding or any other matters regarding work scope and related issues; and so on. The Consultants' work on the Scope of Work tasks should continue while the report is under consideration and is being discussed.

e. Regular communication with the CMC and the Team Leader is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH-1
COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Chief General Manager-II
Odisha Bridge and Construction Corporation Limited
Vikash Bhawan, Nayapalli
Bhubaneswar – 751012, Odisha

Subject: Selection of Consultant as Authority's Engineer for Supervision of the Work -"Improvement of Jaydev Vihar Nandan Kanan Road with Flyovers at Junctions from 0 km (Kalinga Stadium, Gate No 4) to 9.500 km (Raghunathpur Bridge)"

Dear Sir,

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

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

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

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

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

Email/ Contact No: _____

TECH -2

Bidder's Organization (General Detail)

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

10	Willing to carry out assignments as per the scope of work of the RFP	**YES/ NO**
11	Willing to accept all the terms and conditions as specified in the RFP	**YES/ NO**

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

Email/ Contact No: _____

TECH - 3

Bidder Organization (Financial Details)

	Financial Information in INR			
Detail	**FY 23-24**	**FY 24-25**	**FY 25-26**	**Average**
Average Annual Turnover (in Crore) from consulting / advisory services.				
	Supporting Documents: Audited certified financial statements for the last **three FYs** (**preceding the Financial year in which the proposal is due)** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). ***Filled in information in this format must have to be jointly certified and sealed by the CA with UDIN and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal shall be outrightly rejected.***			

_____

Signature and Seal of the Company Auditor with Date in original

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

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

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

Name of the Authorized Representative:

_____

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH - 5

(BIDDER'S PAST EXPERIENCE DETAILS)

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

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

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

Name and Designation with Date and Seal: _____

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

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

TECH - 6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

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

If no, please certify,

IN BIDDER' S LETTER HEAD

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

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

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

Communication Address of the Bidder: _____

TECH -7

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

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

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

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

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

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

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLANTO UNDERTAKE THE ASSIGNMENT

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

A. Understanding of Scope, Objectives and Completeness of response

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

B. Description of Approach and Methodology:

a. Key guiding principles for the study.

b. Proposed Framework.

c. Information matrix

d. Any other issues

C. Methodology to be adopted:

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

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

D. Staffing and Study Management Plan:

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

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

Name and Designation with Date and Seal: _____

TECH - 9

Format of Curriculum Vitae (CV) for Proposed Key Personnel

***1. Proposed Position*:**

[For each position of key personnel separate form Tech 9 will be prepared]

2. Name of Firm **:**

3. Name of Staff **:**

4. Date of Birth **:**

5. Years with Firm **:**

6. Nationality **:**

7. Education **:**

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

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

9. Other Trainings **:**

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

11. Languages **:**

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

12. Employment Record:

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

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

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

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

Name of the Project	
Year	

Location	

Name of the	
Project Feature	
Position Held	
Activities Performed	

Certification:

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

Date:

Signature of Key Personnel with Date _____

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

Name and Designation with Date and Seal: _____

TECH – 10

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

Month →	1	2	3	4	5	6
Sequence of 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

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

Email/ Contact No: _____

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

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

SECTION 6

BID SUBMISSION CHECK LIST

Annexure – I

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

Undertaking:

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

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

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

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 " **Selection of Consultant as Authority's Engineer for Supervision of the Work -"IMPROVEMENT OF JAYDEV VIHAR - NANDANKANAN ROAD WITH FLYOVERS AT JUNCTIONS'"** (herein called contract) **AND WHEREAS** it has been stipulated by **Chief Engineer-II, OB&CC Ltd, Odisha** in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; **AND WHEREAS** we have agreed to give the Consultant such a bank guarantee; **NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

(Signature of the authorized officer of the Bank)

……..

Name and designation of the officer

……..

Seal, name & address of the Bank & Branch

SECTION 7

STANDARD FORM OF CONTRACT

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

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CONTRACT FOR CONSULTANTS' SERVICES

Between

Odisha Bridge and Construction Corporation Limited

And

XXXX

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the **XXth** day of the month of **Month**, **Year**, between Odisha Bridge & Construction Corporation Limited (OB&CC Ltd.) through Managing Director, Odisha Bridge & Construction Corporation Limited , (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, XXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXX, Haryana, India (hereinafter called the "Consultant") of the Second Part.

WHEREAS

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

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

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

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

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

Appendix A: Description of Services
Appendix B: Reporting
Requirements **Appendix C:** Staffing
schedule **Appendix D:** Cost
Estimates
Appendix E: Duties of the
"Employer" **Appendix F:** Duties of
the Consultant
Appendix G: Minutes of Negotiation Meeting and Letter for Revised Financial Quotation

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

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

(b) the "**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 -----

1. For and on behalf of Odisha Bridge & Construction Corporation Limited

2. For and on behalf of XXXXXXXXX

XXXXXXXXXXXX

In presence of (Witnesses)

i.) **A**

ii.) **B**

II. General Conditions of Contract

1. GENERALPROVISIONS

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

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

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

c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.

d) "Day" means calendar day.

e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.

g) "GC" means these General Conditions of Contract.

h) "Government" means the Government of Odisha

i) "Local Currency" means Indian Rupees.

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

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

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

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

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

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

p) “Third Party” means any person or entity other than the “Employer”, or the Agency.

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

r) “CMC” means Contract management Committee set up by Authority to Monitor the project

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

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

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

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

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

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

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay

such direct and indirect taxes, duties, fees and other impositions 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 Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to Employer within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests : The Consultant shall hold the "Employer's interests paramount,

without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

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

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

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

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

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

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

3.4 Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at

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

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

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

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

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

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

3.8 Documents Prepared by the Consultant to be the Property of the "Employer" : All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of

development of any such computer programs, the Consultant shall obtain the "Employer's prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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

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

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

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

4.2 **Description of Personnel:**

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

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

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

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

4.4 Removal and/or Replacement of Personnel:

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

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

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

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

5. OBLIGATIONS OF THE "EMPLOYER"

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

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

b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.

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

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

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

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

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

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

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

5.5 Counterpart Personnel:

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

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

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

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other 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 SC12.

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

further delay.

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

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

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

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

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

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

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

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

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

Procedure for Settlement of Disputes:

8.1 In case of Dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

8.2 Dispute Resolution: Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause 8.4

8.3 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all no privileged records, information and data pertaining to any Dispute.

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

8.5 Arbitration:

i. Any dispute which remains unresolved between the parties through the mechanisms available/ prescribed in the Agreement, irrespective of any claim value, which has not been agreed upon/reached settlement by the parties, will be referred to the Arbitral Tribunal as per the Arbitration and Conciliation Act.

ii. The Arbitral Tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 8 shall be final and binding on the Parties as from the date it is made, & the Contractor & the Authority agree & undertake to carry out such Award without delay.

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

iv. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

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

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

9. LIQUIDATED DAMAGES

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

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

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

10. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

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

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

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

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

II. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are:
		1. "Employer" : Odisha Bridge & Construction Corporation Limited, Vikas Bhawan, Nayapalli, Bhubaneswar, Khurda, Odisha – 751012. Attention: Senior Project Manager-Cuttack, OB&CC Ltd.
		2.
2.	1.7	Deleted
3.	1.8	The Authorized Representatives are: For the "Employer": For the Consultant:
4.	2.1	1. Signing of Contract Agreement 2. Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services
5.	2.2	The time period shall be one month.
6.	2.3	The time period shall be 10 days.
7.	2.4	The time period shall be XXXXX months from the 'Effective Date'
8.	3.4	The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, should be insured as per existing Motor Vehicles Act; (a) Third Party liability insurance, with a minimum coverage of INR Ten Lakhs; (b) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of INR XXXXXXXXXXXXXXXXXXX;

		(c) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.
9.	4.5	
10	5.1	1.
11	6.1 (b)	The ceiling in local currency is INR XXXXXXXX Only
12	6.3	The employer shall approve Deliverables / Raise objections within 30 days of receipt of the Deliverables.
	6.3 (f)	The account details of Consultant are as follows:

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

Activities:

[1] GST shall be paid extra as applicable

AND

1. For Time-Based Contracts

a) Remuneration will be paid on monthly basis upon submission of Invoice along with Time Sheets and Monthly Progress Reports, Approved by Authorized representative of OBCCL .

b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of Services in accordance to Appendix – D.

c) Employer shall make the payment within 30 days of submission of Invoice.

d) Person-Month shall be calculated as; the person should be available at the project site for minimum 24 days in a calendar month[2]

13.	8.3	The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India.
14.	10	**10. Miscellaneous provisions:** i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent. ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. iii. The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. iv. Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates under the Contract. v. The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

[2] GST shall be paid extra as applicable

		vi. The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant. vii. The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like. viii. All claims regarding indemnity shall survive the termination or expiry of the Contract. ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Employer.
15.	11 (New Clause)	**Limitation of the Consultants' Liability towards the "Employer"** In case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer: i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage; A. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR B. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

I. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff / Sub-Consultancy personnel shall work on all working days as per Government of Odisha Calendar and as required by the Employer for completion of work. The Consultant shall work as per the work program of the Contractor. In this context, in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the Employer 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 In

Appendix E: Duties of the "Employer"

Please refer TOR

SECTION 8

PROCEDURE UNDER E-TENDERING

Procedure to participate in online bidding- e-procurement

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

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

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

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

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

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

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

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

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

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

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

1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.

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

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

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

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

2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

2.2 Deleted.

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

2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is

mentioned in the “Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids”. .

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

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

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

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

3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

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

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

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

4. SUBMISSION OF BIDS:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. SECURITY OF BID SUBMISSION:

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

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

6. DEADLINE FOR SUBMISSION OF THE BIDS :

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

7. RESUBMISSION AND WITHDRAWAL OF BIDS :

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

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

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

8. LATE BIDS :

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

9. MODIFICATION AND WITHDRAWAL OF BIDS :

9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation.

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

10. OPENING OF THE BID:

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

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

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

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

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

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

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

11. EVALUATION OF BIDS:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. CLARIFICATION AND NEGOTIATION OF BIDS:

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

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

13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

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

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

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

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

14. **BLOCKING OF PORTAL REGISTRATION**

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

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

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

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

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

14.6 Fails to execute the agreement within the stipulated date.

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

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

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

DISCLAIMER

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

Sd/-
Chief General Manager-II
Odisha Bridge & Construction Corporation Limited