REQUEST FOR PROPOSAL (RFP)

Selection of Consulting firm for Master Planning & Detailed Project Report for "Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar".

(*Limited to Consultants Shortlisted through the EOI Process)*

RFP of EOI Identification No.: 56/Tender/OBCC/2025-26

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

DISCLAIMER

1. This Request for Proposal ("RFP") is issued by Odisha Bridge & Construction Corporation Limited ("OB&CC" or the "Authority") exclusively to the Applicants shortlisted pursuant to EOI Identification No. 56/Tender/OBCC/2025-26 for selection of a Consultant for the Project. This RFP is neither an agreement nor an offer by OB&CC and is intended solely to provide information to the Shortlisted Bidders for preparation and submission of their Proposals.

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

3. While the information contained in this RFP has been prepared in good faith, OB&CC makes no representation or warranty, express or implied, as to its accuracy, adequacy or completeness. OB&CC shall not be liable for any loss, cost, expense or damage arising out of or in connection with:
    - reliance upon this RFP or any information furnished in connection with it;
    - any omission, inaccuracy or incompleteness in such information; or
    - participation in the RFP/selection process.

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

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

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

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

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

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

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

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

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

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

DEFINITIONS AND INTERPRETATION

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

1. "Addendum" or "Addenda"

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

2. "Annexure"

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

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

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

"Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar"."

4. "Applicable Law"

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

5. "Bidder" / "Consultant" / "Shortlisted Bidder"

Means an Applicant, whether a Sole Entity or Consortium/JV, shortlisted by the Authority pursuant to EOI Identification No. 56/Tender/OBCC/2025-26 and invited to submit a Proposal under this RFP.

"Consultant" (*Post Selection process*)

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

6. "Authorized Signatory"

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

7. "RFP Process" / "Selection Process"

Means the process adopted by the Authority for inviting, evaluating, and selecting a Consultant in accordance with this RFP, including evaluation of the Technical Proposal, Technical Presentation and presentation/evaluation of the Concept Model, Financial Proposal and final QCBS ranking, financial evaluation, and final selection. The process

commences from the date of issuance of this RFP and concludes with the issuance of the Letter of Award (LoA) to the Selected Consultant.

8. "Consortium / Joint Venture (JV)"

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

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

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

9. "Lead Member"

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

10. "Services"

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

11. "Supervision Services"

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

12. "Specialist Supervision Sub-Consultant"

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

13. "Additional Supervision Member"

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

14. Project"

Means the entire scope of work, as described in this RFP and the Contract, relating to the Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar, including all associated buildings, infrastructure, utilities, landscaping, public spaces, exhibition and hospitality facilities, and related components as specified in the Terms of Reference.

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(ଓଡ଼ିଶା ସରକାରଙ୍କ ପୂର୍ତ୍ତ ବିଭାଗ ଅଧିନର 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. 8050
File: SMT- 2103

Date: 28-10-2026

From

Chief Engineer-II,
OB&CC Ltd.

To

M/s. Gerber Architekten International GmbH
M/s. C P Kukreja International LLP
Email: plu@gerberarchitekten.de cpka@cpkukreja.com

M/s. VERITAS ARCHITECTS SDN BHD
M/s. Engine for Future Ideation Studio LLP
Email: megha@efistudio.in

M/s. SMEC (India) Private Limited
M/s. TVS International Inc
Email: arvind.sharma@surbanajurong.com

M/s. Arcop Associate Private Limited
Email: info@arcop.co.in

M/s. Mecanoo International B.V.
M/s. PKDA Architects
Email: armand.paardekooper@mecanoo.nl general@pkda.in

Sub: Regarding issue of Request for Proposal (RFP) to the shortlisted consulting firms from Expression of Interest (EOI) invitation for preparation of the Master Plan and Detailed project report for Development of a World-class Convention Centre near OMFED Campus at Bhubaneswar

Ref: 1. This Office Letter No 1851 dated 17.03.2026
2. EOI Identification No.56/Tender/OBCC/2025-26
3. This Office Order No. 7383 Dt. 29.09.2026

Sir,

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

1. The Employer had earlier invited EOI vide EOI Identification No 56/Tender/OBCC/2025-26 vide this office letter No.1851 dated 17.03.2025 from reputed consulting firms for preparation of the Master Plan and Detailed project report for Development of a World-class Convention Centre near OMFED Campus at Bhubaneswar.
2. You have been short-listed in the EOI Stage of the procurement process (Ref:1) based on the

information provided in your proposal in accordance with EOI terms and conditions. Accordingly, you are now requested to submit your technical and financial proposal for the RFP stage of the procurement process.

3. A consulting firm shall be selected as per the Quality cum Cost Based Selection (QCBS) method and procedures described in this RFP document.
4. The Bid document shall be available in the website https://tendersodisha.gov.in, from dt. **28.10.2026** to **5.00 P.M. IST of dt. 14.12.2026** for online bidding.
5. The bidder must possess compatible Digital Signature Certificate (DSC) of Class – III. The online bidding procedure is indicated in the document.
6. Pre-bid queries will be received up to **5.00 P.M. IST** of **08.11.2026** through email queries@obcc.in and circle2@obcc.in.
7. The pre-bid meeting will be held on **09.11.2026 at 12.00 P.M IST** through video conferencing in the following link: https://meet.google.com/jdy-qwij-vmr
8. Pre-bid clarification shall be available in e-procurement portal on **16.11.2026.**
9. The bids shall be received only on "online" on or before **05.00 P.M. IST of dt. 14.12.2026.**
10. The technical bids received online shall be opened on dt. **15.12.2026 at 11.30 A.M IST** in the office of the Managing Director, Odisha Bridge & Construction Cooperation Ltd, Vikash Bhavan, Bhubaneswar, Odisha in the presence of the bidders, who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the scheduled date of opening, then the bid will be opened on the next working day at the same time and venue.
11. The Bid processing fee shall be submitted online amounting to **Rs.11,800** (including GST) through the e-procurement portal.
12. The Bid Security fee/EMD shall be submitted online amounting to **Rs.32,00,000** through the e-procurement portal.
13. Bids submitted other than the e-procurement platform shall not be considered.
14. The authority reserves the right to cancel any or all bids without assigning any reason thereof.
15. Further details with any addendum, corrigendum, cancellation can be seen from the website https://tendersodisha.gov.in.

28/10/26

Chief Engineer-II

DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Odisha Bridge & Construction Corporation Limited (OBCC)
2.	Method of Selection	Quality & Cost Based Selection (QCBS)
3.	Proposal Validity	120 Days
4.	Nature of Consultancy	Master Planning, Design, DPR Preparation, Tender Assistance and Construction Monitoring & Supervision
5.	Association for Supervision	A shortlisted Bidder may engage an approved Specialist Supervision Sub-Consultant or, in case of JV/Consortium, associate one additional specialist member solely for Construction Supervision, subject to RFP conditions and approval of OB&CC
6.	Date of Issue of RFP	28.10.2026
7.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries Query	5.00 P.M. IST of 08.11.2026
8.	Issue of Pre-proposal Clarifications	16.11.2026.
9.	Proposal Due Date	05.00 P.M. IST of dt. 14.12.2026.
10.	Date of opening of Technical Proposal	15.12.2026 at 11.30 A.M IST
11.	Date of opening of Financial Proposal	To be intimated later
12.	Expected Date of Commencement of	To be intimated later
13.	Project Locations:	Bhubaneswar
14.	Pre-proposal meeting	On 09.11.2026 at 12.00 PM IST The pre-bid queries shall be mailed at queries@obcc.in in word format. The meeting will be held through video conferencing in the links https://meet.google.com/jdy-qwij-vmr
15.	Bid Processing Fee (Non-Refundable)	**Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred)** only (including GST) through online mode only as prescribed in the e-procurement procedure annexed as Section 8.
16.	Earnest Money Deposit (EMD)	**Rs. 32,00,000/- (Rupees Thirty-two Lakhs)** only through online mode as prescribed in the e-procurement procedure annexed as Section 8.
17.	Performance Bank Guarantee (PBG)	5 % of the Consultancy Fee
18.	Contact Person	Chief Engineer-II Odisha Bridge & Construction Corporation Limited Ph- 0674- 2396309 E-mail ID: circle2@obcc.in, queries@obcc.in
19.	Place of Opening of Proposal:	Odisha Bridge & Construction Corporation Limited, Vikash Bhawan, Nayapalli, Bhubaneswar, Khurda, Odisha. Pin - 751012
RFP can be downloaded from: **www.tendersodisha.gov.in**		

SECTION: 1

LETTER OF INVITATION

Name of Assignment: Selection of Consulting firm for Master Planning & Detailed Project Report for "Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar".

Odisha Bridge & Construction Corporation Limited ("OB&CC" or the "Authority") had invited Expressions of Interest for shortlisting suitably qualified and internationally reputed consulting firms for providing comprehensive consultancy services for the Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar.

The EOI evaluation and shortlisting process has been completed. Accordingly, OB&CC hereby invites only the Applicants shortlisted pursuant to EOI Identification No. 56/Tender/OBCC/2025-26 to submit Technical and Financial Proposals for the Assignment.

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

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

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

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

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

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

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

   PART 1: TECHNICAL PROPOSAL

   PART 2: FINANCIAL PROPOSAL

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

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

4. The proposal, complete in all respect as specified in the RFP Document, must be accompanied by a **non-refundable** amount of **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred)** only towards the **Bid Processing Fee** and **Rs. 32,00,000/- (Rupees Thirty-two Lakhs)** Only towards **EMD** through online as prescribed in the RFP failing which the bid will be rejected.

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

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

7. The last date and time for submission of proposal, complete in all respects, on the tender portal, is as per the Bidder Data Sheet, and the date of opening of the technical proposal is as mentioned in the Data Sheet, which will be done in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet (Sl. no.16). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

8. 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) Annexures **[Section –6]**
   - **Bid Submission Checklist**
   - **Performance Bank Guarantee Format**
g) Standard Form of Contract **[Section –7]**
h) Procedure under E-Tendering **[Section –8]**

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

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

SECTION: 2

INSTRUCTIONS TO BIDDERS

1. Eligibility for the RFP Stage

1.1 Participation in this RFP is restricted exclusively to Applicants shortlisted by OB&CC pursuant to the EOI issued for Master planning and Detailed Project Report for "Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar", under EOI Identification No. 56/Tender/OBCC/2025-26.

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

1.3 The constitution, Lead Member and members of a Consortium/JV on the basis of which the Applicant was shortlisted under the EOI shall remain unchanged, except as specifically permitted under Clause 1.4 below.

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

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

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

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

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

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

1.9 Responsibility for Design and Supervision

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

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

1.10 Pre-Qualification Criteria

S.No.	Eligibility Criteria	Supportive Documents
1	Bidder *must be* shortlisted by OB&CC Ltd. for the work - Master Planning & Detailed Project Report for "Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar". (Limited to Consultants Shortlisted through the EOI Process vide EOI Identification No.: 56/Tender /OBCC /2025-26	Letter/ Office Order of Shortlisted firms for the assignment & JV/Consortium Agreement
2	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.	Self-Declaration from the Bidder as per the format (TECH - 5)
3	The bidders shall submit a Power of Attorney in favor of the Lead member's representative	Copy of power of attorney (TECH-4)
4	The Bidder shall have successfully completed or substantially completed at least two (2) Construction Supervision or Project Management Consultancy assignments for comparable convention, exhibition, hospitality, institutional, commercial or other major building/infrastructure projects, each having a minimum project cost of ₹400 crore. The experience of the proposed Specialist Supervision Sub-Consultant or an additional third Consortium Member proposed for Construction Monitoring and Supervision shall also be considered towards fulfilment of this requirement.	Work Order, Letter of Award or Consultancy Agreement, together with a completion or substantial-completion certificate issued by the Client/Employer, indicating the nature and scope of the supervision services and the project cost of the works. For this criterion, "substantially completed" means that at least 80% of the physical progress of the works has been achieved, or at least 80% of the consultancy fee has been earned, as certified by the Client/Employer. (TECH-12)

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

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

i. Lead Member shall have primary responsibility for coordination and representation; all JV/Consortium members shall be jointly and severally liable. For a **Sub-Consultant**, however, the contractual responsibility should remain entirely with the Lead Consultant.

ii. The JV partner(s), through a JV/C agreement duly signed by the authorized signatories, shall designate the roles of each member.

iii. The lead member/partner of the JV/C should collectively meet the eligibility criteria as stipulated in eligibility criteria.

iv. The JV/C agreement shall designate one of the members to be the coordinator (Lead Consultant) with the client and shall be authorized to receive instructions for and on behalf of partners of the JV/C.

v. The **Lead member** must have at least **51% participation,** while the **JV/C partner(s)** must have at least **15% participation**.

vi. JV/C and its partners must **jointly meet the qualification/ evaluation criteria** as prescribed in **Technical Evaluation (1st Stage)** in Clause 9 of Section:2.

vii. All statutory documents of the JV/C shall be furnished.

viii. No change of JV/Consortium partner shall be allowed after the submission of RFP.

ix. The JV /C and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract and shall be responsible for execution of the assignment.

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

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

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

- Filled in Bid Submission Check List in Original **(Annexure-I).**
- Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
- Bidder's Profile and Status (TECH- 2)
- Letter/ Office Order of Shortlisted firms for the assignment
- Bid Processing Fee & Earnest Money Deposit (EMD), as applicable.
- Copy of PAN (**For partner entity registered in India)**
- Copy of Goods and Services Tax Registration Certificate (Form GST Reg-06) (**For partner entity registered in India**)
- Copies of IT Return for the last three financial years **(FY 2024-25, 2023-24, 2022-23)** (**For partner entity registered in India**)
- Proposed Integrated Master Plan and Concept Design (TECH – 3)
- Power of Attorney (TECH – 4) in favor of the person signing the bid on behalf of the bidder.
- Self-Declaration regarding Conflict of Interest (TECH - 5)
- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH-6)
- Description of Approach & Methodology to undertake the assignment (TECH - 7)
- CV of Key Personnel (TECH - 8)
- Proposed work plan to carry out the assignment (TECH - 9)
- Declaration of continued eligibility/no material adverse change since EOI.
- Details of proposed Specialist Supervision Sub-Consultant/additional Supervision JV Member, if any.
- Supervision methodology, deployment schedule and supervision organization chart.
- Undertaking that no member originally shortlisted at EOI stage has been substituted.

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed. Each page should be numbered and signed by the authorized representative. No hard copy is to be submitted.

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

2.1 General

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

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

a. its own suitably qualified and experienced personnel; or

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

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

2.1.3 The options under Clauses 1.2(b) and 1.2(c) shall be subject to approval of the Authority and compliance with the requirements of this RFP.

2.2 Preservation of EOI Shortlisting

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

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

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

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

2.2.5 Its qualifications and experience shall be considered only for assessing its suitability and capability to undertake the Construction Monitoring & Supervision Services envisaged under this RFP.

2.3 Maximum Consortium Size

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

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

a. the Lead Member originally shortlisted under the EOI;

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

c. one Additional Supervision Member.

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

Construction Monitoring & Supervision Services with prior approval of the Authority.

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

2.4 MICE Specialist Systems Expertise

The relaxation permitting an additional third member shall apply only to Construction Monitoring & Supervision Services.

MICE planning, acoustics, AV/ICT, theatre/stage systems, kitchen/F&B planning, fire & life safety and other specialist design inputs shall be provided by:

a. the originally shortlisted entity/entities;
b. their professional personnel; and/or
c. approved Specialist Sub-Consultants.

Such MICE or Specialist Systems Consultant shall not constitute an additional JV/Consortium member, unless it was already part of the EOI-shortlisted Consortium.

2.5 Minimum Eligibility of Specialist Supervision Entity

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

2.5.2 The proposed entity must have successfully completed, or substantially completed, **at least two Construction Supervision/PMC assignments for comparable convention, exhibition, hospitality, institutional, commercial or other major building/infrastructure projects, each having a minimum project cost of ₹400 crore**.

2.5.3 For the purpose of this Clause:

a. . "Construction Supervision / Project Management Consultancy assignment" shall mean an assignment involving substantial responsibility for supervision of construction, quality control, progress monitoring, review of drawings, contract administration and certification/recommendation of contractor payments, and not merely design consultancy, DPR preparation or periodic site visits;
b. "Project Cost" shall mean the actual or sanctioned cost of the works supervised under the relevant assignment, excluding land cost, unless otherwise specifically stated in the RFP;
c. an assignment shall be considered "substantially completed" only where at least **80% of the physical construction works** under the supervised package has been completed and such status is certified by the Client/Employer;
d. projects comprising multiple packages may be considered as a single assignment only where the supervision consultant was engaged under one consultancy contract for integrated supervision of such packages.

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

i. convention, exhibition, conference, and event facilities, including mega convention centres and integrated convention complexes;.
ii. integrated development projects comprising convention, exhibition, hospitality, retail, entertainment, and associated infrastructure;.

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

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

a. Work Order / Letter of Award / Consultancy Agreement;
b. certificate from the Client/Employer indicating the nature and scope of supervision services;
c. project cost of the works supervised;
d. commencement and completion/substantial completion status; and
e. Completion Certificate / Experience Certificate / Client Certificate clearly establishing satisfactory performance of the supervision assignment.

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

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

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

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

2.6 Role and Scope

2.6.1 The proposed Specialist Supervision Sub-Consultant / Additional Supervision Member shall be assigned a clearly defined scope covering Construction Monitoring & Supervision Services, which may include, without limitation:

a. review and issuance/recommendation of Good-for-Construction drawings;
b. review of shop drawings, working drawings and construction methodology;
c. site supervision and quality assurance;
d. inspection and testing of materials and workmanship;
e. monitoring of construction programme and progress;
f. review of contractor's work programme and resource deployment;
g. measurement and verification of quantities;
h. certification/recommendation of interim and final payments, where included in the Scope of Services;
i. review of variations, deviations and change proposals;
j. contract administration support;
k. monitoring of safety, environmental and statutory compliance;
l. preparation of periodic progress, quality and exception reports;
m. attendance at site meetings and coordination meetings;
n. review of as-built drawings and completion documentation;
o. assistance during testing, commissioning, completion and handover; and
p. such other supervision services specified in the Terms of Reference or directed by the Authority within

the contractual scope.

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

2.7 Approval by the Authority

2.7.1 Engagement of a Specialist Supervision Sub-Consultant or admission of an Additional Supervision Member shall require prior written approval of OB&CC.

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

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

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

2.8 Liability and Responsibility

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

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

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

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

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

2.9 Consortium Agreement / Sub-Consultancy Agreement

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

2.9.2 Such agreement shall clearly specify:

a. Lead Member;
b. scope and responsibilities of each member;
c. participation share, where applicable;

d. joint and several liability;
e. authority of the Lead Member to represent the Consortium/JV;
f. commitment of each member for the entire Contract period; and
g. prohibition against withdrawal or substitution without prior written approval of the Authority.

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

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

2.10 Participation Share

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

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

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

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

2.11 Key Personnel and Deployment

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

2.11.2 Such personnel may include, as applicable:

a. Construction/Project Manager;
b. Resident Engineer;
c. Architect/Design Coordination Expert;
d. Structural Engineer;
e. Civil/Infrastructure Engineer;
f. MEP Engineer;
g. Quality Assurance/Quality Control Expert;
h. Quantity Surveyor/Cost Expert;
i. MICE / Convention Planning Expert;
j. ICT / AV / BMS / Smart Building Expert;
k. Acoustic Expert;
l. other experts required for effective supervision of the Project.

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

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

2.12 Conflict of Interest and Independence

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

2.12.2 It shall not:

a. be the Works Contractor for the Project;

b. be an affiliate, parent, subsidiary or controlling entity of the Works Contractor;

c. have any direct financial interest in the Works Contractor;

d. receive any commission, benefit or consideration from any contractor, consultant or vendor connected with the Project; or

e. have any other relationship that may materially impair independent professional judgment.

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

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

2.13 Restriction on Multiple Participation

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

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

2.14 Replacement or Withdrawal

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

2.14.2 Approval for replacement shall be granted only where:

a. the replacement has become necessary due to circumstances beyond the reasonable control of the Bidder/Consultant; and

b. the proposed replacement possesses qualifications, experience and capability equal to or better than the entity being replaced.

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

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

2.15 Financial Proposal and Payment

2.15.1 The Financial Proposal submitted by the Bidder shall be inclusive of all costs, fees, remuneration, overheads, taxes and expenses relating to the Specialist Supervision Sub-Consultant / Additional Supervision Member, except taxes specifically payable separately under Applicable Law.

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

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

2.16 Duration of Engagement

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

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

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

2.17 No Dilution of Consultant's Obligations

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

3. Bid Processing Fee:

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

4. Earnest Money Deposit:

The Bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) for an amount of **Rs. 32,00,000/- (Rupees Thirty-two Lakhs)** only online as prescribed in the RFP.

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

- Bidder withdraws its proposal during the bid validity period as specified in RFP.
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- material false declaration or fraudulent document;
- refusal by successful bidder to accept LoA;
- failure to sign agreement within stipulated period;
- failure to furnish PBG;
- material alteration of proposal after submissionAny other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

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

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

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

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

7. Preparation and Submission of Proposal:

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

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

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

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

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

(iii) The Applicant shall upload scanned copies of the Technical Proposal as specified in Clause 7(ii)A(a) above on the Tender Portal before the Proposal Submission due date & time as specified in Data Sheet. Financial Proposal as specified in clause 7(ii)A(b) is to be submitted online only & **no hard copy is to be submitted**.

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

(v) Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.

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

8. Opening of the proposal:

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

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

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

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

9. Evaluation of Proposal:

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

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

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

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

Technical Proposal	Marks
Understanding of Project Vision, Site Context, Objectives and Stakeholder Requirements	4
Master Plan, Architectural Vision and Overall Concept Design	8
MICE Functional Planning, Flexibility and Operational Efficiency	7
Delegate/Public/VIP/Exhibitor/Service Circulation, BOH and Event Logistics	4
Convention, Conference, Exhibition, Banquet and Multi-event Functionality	4
Engineering Integration, MEP, Acoustics, AV/ICT and Specialist Systems Strategy	5
Sustainability, Climate Responsiveness, Fire/Life Safety and Universal Accessibility	3
Constructability, Phasing, Cost Control and Implementation Strategy	3
BIM/Digital Coordination, Testing, Commissioning and Operational Readiness Strategy	3
Construction Monitoring, QA/QC and Contract Administration Methodology	4
Total	**45**

B. TECHNICAL PRESENTATION-15 marks

Presentation Criterion	Marks
Clarity and strength of overall design vision	4
Quality, functionality, architectural vision and innovation of Master Plan / Concept Design	3
MICE planning, operational functionality, flexibility, crowd flow, BOH, event logistics and contextual response	3
Constructability, sustainability and operational-readiness approach	2
Response to questions / understanding demonstrated by proposed Team Leader and key experts	3
Total	**15**

C. Concept Model / Physical Model – 10 marks

The Bidder shall present:

a. one physical Concept Model of the proposed Convention Centre complex and overall site development; and
b. supporting digital 3D visualisation / walkthrough illustrating the principal internal and external spaces and operational relationships.

Evaluation Criteria:

- **Site planning, massing and spatial organisation– 2**
- **Architectural identity, landmark quality and contextual response– 2**
- **Functional clarity of Convention/Exhibition/Banquet components– 2**
- **Public realm, landscape, access and movement integration– 1**
- **Expression of flexibility, event functionality and operational relationships– 1**
- **Overall design communication, clarity and innovation-2**

The Concept Model shall be evaluated principally for the quality and clarity of the planning/design concept and not for the cost, sophistication or craftsmanship of model fabrication.

The physical Concept Model shall be produced only at the time and place notified for Technical Presentation and shall not constitute a physical submission of the Proposal for purposes of the e-tendering requirements.

Digital visualisation should show more than façade views

Require at least representative visualisation of:

- main arrival/forecourt;
- plenary/convention hall;
- exhibition facilities;
- banquet/pre-function areas;
- major circulation spaces;
- service/BOH relationships; and
- overall site/mobility organisation.

Technical Presentation and Concept Model Evaluation

- Each Shortlisted Bidder whose Proposal is found responsive at the preliminary evaluation stage shall make a Technical Presentation before the Evaluation Committee constituted by OB&CC.
- The Presentation shall form an integral and scored component of the Technical Evaluation and shall not be treated merely as a clarification of the written Technical Proposal.
- The Presentation shall be led by the proposed Project Director/Team Leader and Principal Architect and the proposed MICE / Convention Planning Expert shall also participate.
- OB&CC may require participation of other Key Experts, including the Construction Supervision/Project Management Expert, MEP Expert and Acoustic/AV specialists, where considered necessary.
- The Bidder shall present its integrated vision for the project; the proposed Master Plan and Concept Design; Demonstration of MICE functionality, flexibility and event operations; MEP, Acoustics, AV/ICT and Specialist Systems Strategy, landscape, mobility and infrastructure approach; implementation/phasing strategy; and Construction Monitoring & Supervision methodology.
- The Bidder shall also present the Concept Model prescribed under TECH-3 together with supporting 3D visualisations/renderings.
- The presentation shall ordinarily be limited to **30 minutes**, followed by up to **20 minutes of interaction/questions** by the Evaluation Committee.
- No information relating to price or the Financial Proposal shall be disclosed during the Presentation.
- No material change to the Technical Proposal shall be permitted through the Presentation. Any clarification provided during the Presentation shall be consistent with the submitted Proposal.
- Marks shall be awarded in accordance with the evaluation criteria specified in this Section.

D. Qualification & Relevant Experience of Key Experts

I. Project Director / Team Leader -6 marks
II. Principal Architect -5 marks
III. MICE / Convention Planning & Operations Expert -4marks
IV. Resident Engineer / Construction Manager- 3 marks
V. Principal Structural Engineer- 3 marks
VI. MEP / Building Services Expert- 3 marks
VII. Acoustic Expert -2 marks
VIII. ICT / AV / Specialist Systems Expert -2 marks
IX. Quantity Surveyor / Contracts & Cost Expert – 2 marks

For each evaluated Key Expert, marks may be awarded broadly on:
Academic/Professional Qualification – 20%
Overall Professional Experience – 30%
Relevant Convention Centre/MICE/Large Public Assembly Experience – 50%

The following specialists shall be included in the proposed team but shall not be scored separately:

a. Fire and Life Safety Expert;
b. Landscape Architect;
c. Traffic and Mobility Planner;
d. Sustainability and Green-Building Expert;
e. Kitchen and Food-Service Planning Expert;

f. BIM Manager;
g. Planning and Project Controls Expert;
h. Security and Access-Control Expert;
i. Theatre and Stage Systems Expert;
j. Façade Expert; and
. other specialists required under the Terms of Reference

Notes: -

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

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

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

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

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

10. Evaluation Process:

Technical Scoring:

In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that **a Bidder requires to qualify for opening of the Financial Proposal is 80.**

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

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

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

Financial Scoring:

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

The lowest evaluated financial proposal (F_m) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:

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

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

Combined Scoring:

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Tw = the weight given to the Technical Proposal (**0.8**); Pw = the weight given to the Financial Proposal (**0.2**); T + P = 1) as following:

S = St x Tw + Sf x Pw,

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

11. Site Visits and Additional Studies

Shortlisted Bidders must conduct site visits to the proposed Project site to take up any additional studies necessary to prepare their proposals, at their own cost. OB&CC will facilitate access to project sites and relevant information, as reasonably possible.

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

12. Performance Bank Guarantee (PBG):

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

13. Contract Negotiation

Negotiations, if required and permissible under applicable Government guidelines, may cover finalization of methodology, work programme, staffing, deployment, contractual provisions and clarifications. Negotiations shall not materially alter the scope or evaluation basis of the RFP. Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. If negotiations with H1/QCBS-ranked bidder fail or the bidder fails to fulfil award conditions, OB&CC may proceed in accordance with the applicable Government procurement guidelines.

14. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The Consultancy Agreement shall remain valid from the Effective Date until completion of all Services, including design, DPR, tender assistance,

construction monitoring and supervision, commissioning/completion and handover obligations, unless terminated earlier in accordance with the Contract and may be extended on mutual consent, if required and approved by the Authority.

15. Conflict of Interest:

Performance by the Consultant of Construction Monitoring and Supervision Services forming part of this Consultancy **shall not constitute a Conflict of Interest** merely because the Consultant has prepared the Master Plan, designs, DPR or tender documents for the Project.

A Conflict of Interest may, however, arise where the Bidder/Consultant, any Consortium/JV Member, approved Sub-Consultant or Key Expert:

a. is the Works Contractor or an affiliate/related entity of a Works Contractor for the Project;
b. has a direct financial interest in a Works Contractor, major supplier or vendor
b. which may impair independent professional judgment;
c. receives commission, consideration or benefit from a contractor/supplier in connection with the Project;
d. participates in conflicting assignments that impair its ability to act independently and impartially;
e. has an undisclosed relationship with personnel involved in evaluation/administration of the RFP which creates an actual Conflict of Interest; or
f. is otherwise affected by a conflict prohibited under Applicable Law or Government procurement/integrity requirements.
g. Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
h. Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

For specialist equipment:

The Consultant may specify performance requirements and, where technically necessary, proprietary characteristics in accordance with applicable procurement rules, but shall not receive any financial benefit or commission from equipment manufacturers, suppliers or system integrators.

16. Disclosure:

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

a.1 Bidder, Consortium Member, approved Sub-Consultant and Consultant must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to the appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

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

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

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

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

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

17. Anti-corruption Measure:

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

(ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, appropriate action, including rejection, termination and/or debarment, may be taken in accordance with Applicable Law and Government guidelines.

18. Language of Proposals:

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

19. Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. **Alternate bids are also not allowed, and a supervision Sub-Consultant cannot simultaneously support any other competing shortlisted bidders.**

20. Legal Jurisdiction:

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

21. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the

agreed timeline / milestone will enforce **Liquidated damages at 1% of the fee attributable to the delayed deliverable for each week of delay or part thereof of delay, subject to an aggregate ceiling of 10% of the total Consultancy Fee, where delay is solely attributable to the Consultant.** The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this organization in accordance with Applicable Law and Government procedure . No LD shall be imposed for delay attributable to OB&CC, statutory authorities, the Works Contractor, Force Majeure or other causes beyond the Consultant's reasonable control.

22. Confidentiality:

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

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

23. Amendment of the RFP Document:

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

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

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

25. Copyright, Patents and Other Proprietary Rights:

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

contract. But pre-existing proprietary methodologies, software, templates and know-how should remain with the Consultant, with OB&CC receiving a perpetual licence where necessary to use the deliverables.

26. Force Majeure:

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

27. Settlement of Disputes

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

28. Disqualification of Proposal:

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

- Proposal submitted without Bid Processing Fee & EMD, as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest

/ best value

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

29. Liability& Indemnity:

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

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

The selected consultant is to obtain professional indemnity insurance and submit within a month of signing of the agreement.

30. Currency

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

SECTION: 3

TERMS OF REFERENCE (TOR)

1. GENERAL INFORMATION

1.1 Project Background

The Government of Odisha proposes to develop a World-Class Convention Centre near OMFED Campus at Bhubaneswar as a landmark MICE destination capable of hosting major national and international conventions, conferences, exhibitions, summits, business events, cultural programmes, banquets and other large-scale gatherings.

Bhubaneswar has emerged as an important centre for governance, education, information technology, manufacturing, tourism, culture and institutional activity. The proposed Convention Centre is intended to strengthen the city's ability to attract and host high-value national and international events and to provide an integrated platform for meetings, exhibitions, business interaction, cultural exchange and hospitality.

The Project shall be conceived as an integrated Convention, Exhibition and Event District, rather than merely as an auditorium or single-purpose convention building. It shall combine architectural excellence with efficient event operations, flexible space planning, advanced building and specialist systems, sustainability, high-quality public realm and seamless mobility.

The Consultant shall plan the Project to international standards while responding appropriately to the climatic, urban and cultural context of Bhubaneswar and Odisha.

1.2 Project Vision

The Project shall be planned to achieve the following overarching vision:

“To create an internationally competitive, technologically advanced, operationally efficient, sustainable and architecturally distinctive Convention Centre that establishes Bhubaneswar as a leading MICE destination and reflects the contemporary identity and cultural character of Odisha.”

The Convention Centre shall:

a. support national and international conventions, conferences, exhibitions, summits, cultural events and banquets;

b. permit simultaneous operation of multiple events without operational conflict;

c. provide flexible, divisible and reconfigurable event spaces;

d. provide clear segregation of public/delegate, VIP/VVIP, exhibitor, organiser, service and emergency movement;

e. incorporate international-standard acoustics, AV/ICT, broadcast, stage/theatre and event technology;

f. provide high-capacity and resilient MEP and utility infrastructure;

g. provide efficient back-of-house, loading, catering, kitchen, storage and event-servicing systems;

h. offer high-quality public realm, landscape and arrival experience;

i. provide adequate parking, drop-off, public transport integration and service access;

j. achieve high standards of life safety, accessibility, security and crowd management;

k. adopt climate-responsive, energy-efficient and sustainable design principles;

l. be designed for efficient operation, maintainability and lifecycle performance; and

m. achieve integrated testing, commissioning and operational readiness before handover.

1.3 Urban Context and Integration

The Consultant shall consider the Convention Centre as an important urban and economic catalyst for Bhubaneswar.

The Master Plan shall therefore address:

- relationship with surrounding urban development;
- existing and future road connectivity;
- public transport and multimodal access;
- pedestrian and non-motorised movement;
- arrival experience and urban frontage;
- hospitality and ancillary development;
- landscape and public realm;
- utilities and infrastructure integration;
- security and emergency access;
- event-related traffic management; and
- potential future expansion.

1.4 Indicative Functional Requirements

Functional Component	Indicative Requirement
Main Plenary / Convention Hall	Approx. 10,000 persons capacity partitioned into 4000,3000, and 3000 capacities, with appropriate flexibility, stage, backstage, technical and support facilities
Major Meeting Auditorium	Approx. 1,200 persons, capable of subdivision into smaller halls
Major Meeting / Conference Hall	Approx. 500 persons, capable of subdivision and provision with table
Breakout / Board Rooms	At least four rooms of approx. 25 seats capacity in each
Indoor Exhibition Hall	Approx. 50,000 sq. ft. minimum, column-free and pre-engineered to the extent technically feasible and capable of flexible booth layouts
Pre-function / Registration Areas	Adequate for peak delegate loads and simultaneous events
Banquet / Multipurpose Event Facilities	Capacity and configuration to be established through MICE demand and operational planning
VIP/VVIP Facilities	Dedicated lounges for Hon'ble PM and Hon'ble CM, and any other as required, holding areas, secure access and protocol facilities
Business Centre / Organiser Offices	Permanent and temporary organiser/secretariat facilities
Media / Press Facilities	Press room, briefing areas, interview spaces and broadcast support
Food & Beverage Facilities	Banquet kitchen, satellite/pantry facilities, cafés/food outlets, service circulation and waste-handling areas
Back-of-House / Event Logistics	Loading docks, service yards, storage, event material handling, technical support and staff facilities
Star-rated Hotel(s)	Provision for minimum one 4/5-star hotel or such hospitality component as validated through feasibility/master planning
Parking	Adequate car, bus, taxi, VIP and service-vehicle parking based on traffic and event-demand analysis
Public Realm & Landscape	Arrival plaza, forecourts, amphitheatre, outdoor event/ congregation areas and landscaped open spaces
On-site Infrastructure	Internal roads, utilities, security, HVAC, ICT, fire/life safety, drainage, power, water, sewerage, waste management and other infrastructure required for the complex

1.5 Validation of Functional Brief

1.5.1 During the Inception and Master Planning stages, the Consultant shall prepare a detailed Functional Programme and Space Requirement Study.

1.5.2 The Study shall be based on:

a. projected event types, frequency, duration and demand;
b. benchmarking of comparable national and international Convention Centres;
c. simultaneous-event and peak-occupancy scenarios;
d. delegate, visitor, organiser, exhibitor and staff volumes;
e. convention, conference, exhibition and breakout-room requirements;
f. banquet, catering, kitchen and food-service requirements;
g. VIP/VVIP, protocol and security requirements;
h. organiser, secretariat, business-centre and media requirements;
i. service, loading, storage, waste-handling and back-of-house requirements;
j. staffing, maintenance and facility-management requirements;
k. parking, traffic, public-transport and pedestrian demand;
l. statutory occupant loads and fire and life-safety requirements;
m. accessibility requirements;
n. lifecycle operation, maintenance and replacement requirements;
o. commercial and hospitality-support requirements;
p. event technology and future technological change; and
q. future expansion.

1.5.3 The Study shall clearly identify:

a. net usable area for each principal function;
b. circulation, services and support-area allowances;
c. occupancy and capacity assumptions;
d. adjacency and separation requirements;
e. functional relationships and movement paths;
f. simultaneous-event scenarios;
g. peak utility and service demands;
h. area-efficiency ratios;
i. phasing and expansion requirements; and
j. comparison with relevant benchmarks.

1.5.4 The Consultant shall submit alternative planning options, where appropriate, together with their functional, technical, operational, cost and implementation implications.

1.5.5 The Consultant shall recommend the final capacity, space programme and functional relationships for approval by OB&CC before commencement of Schematic Design.

1.5.6 Approval of the Functional Programme shall not relieve the Consultant of responsibility for completeness, accuracy, code compliance or coordination.

1.6 Simultaneous Event Operation

1.6.1 The Convention Centre shall be capable of accommodating simultaneous independent events without unacceptable conflict in:

a. acoustics and noise transmission;
b. arrival and registration;
c. public and delegate circulation;
d. VIP/VVIP and protocol movement;
e. exhibitor access and material movement;
f. organiser and media operations;
g. catering and service circulation;
h. loading and unloading;

i. security screening and access control;
j. toilet and amenity demand;
k. parking, drop-off and departure;
l. emergency access and evacuation; and
m. event setup, dismantling and changeover.

1.6.2 The Consultant shall prepare representative event-operational scenarios demonstrating the functioning of the complex during:

a. a single full-capacity convention;
b. simultaneous conventions and conferences;
c. a convention operating concurrently with an exhibition;
d. banquet or cultural events operating concurrently with other functions;
e. VIP/VVIP events requiring enhanced security;
f. event setup or dismantling while another part of the complex remains operational; and
g. emergency evacuation under representative peak-occupancy conditions.

1.6.3 These scenarios shall inform space planning, circulation, acoustic separation, vertical transportation, parking, loading, catering, utilities, staffing, security and emergency design.

1.7 Design Philosophy

The design shall reconcile architectural distinction with operational efficiency, ensuring that iconic character does not compromise functionality, constructability, maintainability, lifecycle performance or value for money.

The architectural expression shall be contemporary and internationally relevant while drawing sensitively from Odisha's cultural, artistic, material and landscape traditions without resorting to superficial or literal imitation.

The Project shall be conceived as a durable civic asset capable of adapting to evolving technologies, event formats and operational requirements over its lifecycle.

1.8 Key Planning and Design Principles

1.8.1 Functional Flexibility

a. Event halls, meeting rooms and support spaces shall be capable of appropriate reconfiguration and subdivision for different event capacities and formats.

b. Hall configuration shall be determined through the approved MICE Functional Programme.

c. Operable partitions, retractable or flexible seating, demountable systems, adaptable staging and flexible service infrastructure shall be incorporated where functionally and economically justified.

d. Subdivided spaces shall maintain acceptable standards of acoustics, access, egress, lighting, ventilation, services, wayfinding and independent operation.

1.8.2 MICE Operational Planning

The Consultant shall integrate:

a. delegate arrival, registration and movement;
b. organiser and secretariat operations;
c. VIP/VVIP arrival, holding and protocol;
d. exhibitor access and exhibition servicing;
e. performer and speaker movement;
f. media, broadcast and press operations;
g. banquet, catering and food service;

h. loading, unloading and goods movement;
i. staff and service circulation;
j. setup, dismantling and event changeover;
k. equipment and furniture storage;
l. housekeeping and waste movement; and
m. emergency and security operations.

1.8.3 Integrated Circulation

Separate but coordinated circulation systems shall be provided for:

a. public visitors and delegates;
b. VIPs/VVIPs and protocol personnel;
c. organisers and event-management teams;
d. exhibitors and exhibition contractors;
e. performers and speakers;
f. media personnel;
g. staff and facility-management personnel;
h. catering and housekeeping services;
i. goods, equipment and loading vehicles; and
j. emergency and security response.

Crossovers between incompatible movement systems shall be avoided or carefully controlled.

1.8.4 Smart and Digital Infrastructure

The Consultant shall plan an integrated, scalable, secure and maintainable digital infrastructure incorporating, as appropriate:

a. high-density Wi-Fi coverage;
b. redundant fibre-optic backbone;
c. wired and wireless event connectivity;
d. hybrid and virtual conference infrastructure;
e. live broadcasting, recording and streaming;
f. simultaneous interpretation and translation systems;
g. digital room-booking and event-management systems;
h. digital signage and electronic wayfinding;
i. AV-over-IP and network-based media distribution;
j. cyber-secure network architecture;
k. integrated access control, surveillance and security systems;
l. intelligent BMS/IBMS;
m. central command-and-control facilities;
n. system redundancy and business continuity; and
o. capacity for future technology upgrades.

The ICT, AV, security, event-management and building-control systems shall be coordinated from the Concept Design stage and shall not be treated as isolated equipment packages added after completion of the architectural design.

1.8.5 Acoustics, Audio-Visual and Performance Systems

a. Major halls shall be designed to achieve appropriate objective acoustic criteria for speech intelligibility, amplified sound, music, cultural performance and simultaneous-event isolation.

b. The Consultant shall integrate room acoustics, electro-acoustic, sound reinforcement, audio-visual systems, lighting, stage, rigging, control rooms, broadcast facilities and architectural design from the Concept Design stage.

c. Appropriate acoustic separation shall be provided between simultaneously operating halls, meeting rooms, public spaces, plant rooms, loading areas and adjoining sensitive spaces.

d. The Consultant shall establish measurable acoustic and system-performance criteria for inclusion in the tender documents and subsequent testing and commissioning.

1.8.6 Sustainability and Climate Responsiveness

The design shall incorporate:

a. climate-responsive orientation and massing;
b. solar control and external shading;
c. a high-performance building envelope;
d. energy-efficient and appropriately zoned HVAC systems;
e. heat-island mitigation;
f. rainwater harvesting and stormwater management;
g. wastewater treatment and reuse;
h. water-efficient fixtures and landscape;
i. daylight optimisation and glare control;
j. renewable-energy systems;
k. low-carbon, durable and locally appropriate materials;
l. energy and daylight modelling;
m. measurement, verification and energy-monitoring systems;
n. resilience to heat, cyclone, intense rainfall and other relevant extreme-weather events;
o. construction-waste and operational-waste management; and
p. commissioning and post-occupancy performance monitoring.

The Consultant shall recommend the appropriate green-building rating and performance targets for OB&CC's approval and provide all design and documentation support required to achieve them.

1.8.7 Universal Accessibility and Inclusive Design

Universal accessibility shall be integrated throughout the Site and buildings, including:

a. approach routes and entrances;
b. parking and drop-off areas;
c. security and registration facilities;
d. seating areas and wheelchair positions;
e. stages, podiums and backstage facilities;
f. meeting, exhibition, banquet and pre-function spaces;
g. toilets and changing facilities;
h. lifts, ramps and vertical circulation;
i. tactile, visual and audible wayfinding;
j. assistive-listening and communication systems;
k. hotel and hospitality interfaces;
l. refuge and assisted-evacuation provisions; and
m. emergency warning and evacuation systems.

Accessibility shall comply with Applicable Law and recognised inclusive-design standards. Merely providing an accessible entrance shall not constitute compliance.

1.8.8 Fire and Life Safety

a. The Project shall comply with all applicable fire, building, electrical, disaster-management and life-safety requirements.

b. The design shall include, as applicable:

i. occupant-load calculations;
ii. adequate means and capacity of escape;
iii. fire compartmentation;
iv. smoke detection, control and management;
v. fire alarm, suppression and hydrant systems;
vi. emergency lighting and signage;
vii. emergency and standby power;

viii. fire command-and-control facilities;
ix. fire-tender and emergency-vehicle access;
x. crowd-management provisions;
xi. evacuation modelling for complex or high-occupancy conditions, where required; and
xii. integrated testing of all fire and life-safety systems.

c. Fire and life-safety planning shall consider simultaneous events, subdivided hall configurations, temporary exhibition layouts, stage installations and peak occupancy.

d. Approval by the competent fire authority shall not relieve the Consultant of professional responsibility for completeness, coordination or code compliance.

1.9 Visitor and User Experience

1.9.1 The Project shall provide a safe, inclusive, intuitive and high-quality experience for all categories of users, including:

a. delegates and general visitors;
b. organisers and event-management personnel;
c. VIPs/VVIPs and protocol personnel;
d. exhibitors and exhibition contractors;
e. media, press and broadcast personnel;
f. speakers, artists and performers;
g. staff and facility-management personnel;
h. catering, housekeeping and service personnel;
i. persons with disabilities, elderly persons and persons requiring assistance;
j. security and emergency-response personnel; and
k. contractors and vendors engaged in event setup and dismantling.

1.9.2 The Consultant shall develop complete user-journey maps covering, as applicable:

a. off-Site approach and arrival;
b. pedestrian, public-transport and vehicular access;
c. parking, pick-up and drop-off;
d. security screening and credential verification;
e. registration and ticketing;
f. entry and orientation;
g. pre-function and networking;
h. participation in convention, conference, exhibition, banquet and cultural-event activities;
i. food and beverage use;
j. access to toilets, prayer rooms, medical facilities and other amenities;
k. event changeover and inter-event movement;
l. emergency evacuation; and
m. departure and post-event dispersal.

1.9.3 User journeys shall be tested against representative normal, peak, simultaneous-event, VIP/VVIP and emergency scenarios.

1.9.4 The design shall provide:

a. intuitive and accessible wayfinding;
b. adequate queuing and holding spaces;
c. comfortable environmental conditions;
d. appropriate seating and resting opportunities;
e. convenient access to amenities;
f. appropriate information and communication systems;
g. safe management of crowds; and
h. equitable access to the principal facilities.

1.9.5 Back-of-house and service requirements shall be fully integrated without adversely affecting the visitor experience or creating avoidable conflicts with public circulation.

1.10 Operational Readiness

1.10.1 The Project shall be designed, constructed, tested and commissioned to achieve Operational Readiness before final handover.

1.10.2 Operational Readiness means that the principal architectural, structural, engineering, MICE and Specialist Systems have been:

a. completed in accordance with the approved design and Works Contract;
b. individually tested and commissioned;
c. integrated and tested under representative operating conditions;
d. demonstrated to satisfy the prescribed performance criteria;
e. documented through approved test reports, certificates and records;
f. supported by approved operation and maintenance manuals;
g. supported by required warranties, licences, spares and asset information; and
h. handed over to trained operating personnel.

1.10.3 The Consultant shall incorporate, beginning at the planning and design stages, requirements for:

a. a commissioning strategy and programme;
b. system-wise testing and commissioning;
c. integrated systems testing;
d. architectural and electro-acoustic testing;
e. audio-visual, ICT, broadcasting and interpretation-system commissioning;
f. BMS/IBMS integration;
g. fire and life-safety testing;
h. security, surveillance and access-control testing;
i. kitchen, food-service and banquet-system commissioning;
j. HVAC performance and indoor environmental testing;
k. power-quality, backup-power and redundancy testing;
l. water, drainage and wastewater-system testing;
m. mock-event or trial-operation exercises;
n. operator and facility-management training;
o. preparation and review of O&M manuals;
p. review of as-built drawings, BIM models and asset registers;
q. preparation of snag and deficiency lists; and
r. final readiness assessment and recommendation.

1.10.4 Mere physical completion of the Works shall not constitute Operational Readiness where any material performance test, integrated systems test, statutory approval, training requirement or handover document remains incomplete.

1.10.5 The Consultant shall coordinate with the Authority, Works Contractors, Specialist Contractors, system integrators, facility operator and statutory authorities to prepare and implement a Master Testing, Commissioning and Operational Readiness Plan.

Site and Location:

The proposed Project Site comprises approximately 18 acres near the OMFED Campus at Bhubaneswar, subject to verification and confirmation through surveys, cadastral records, title information and Site documents made available by OB&CC.

Such information is provided for reference only. The Consultant shall undertake the surveys, investigations and verification required under the Scope of Services.

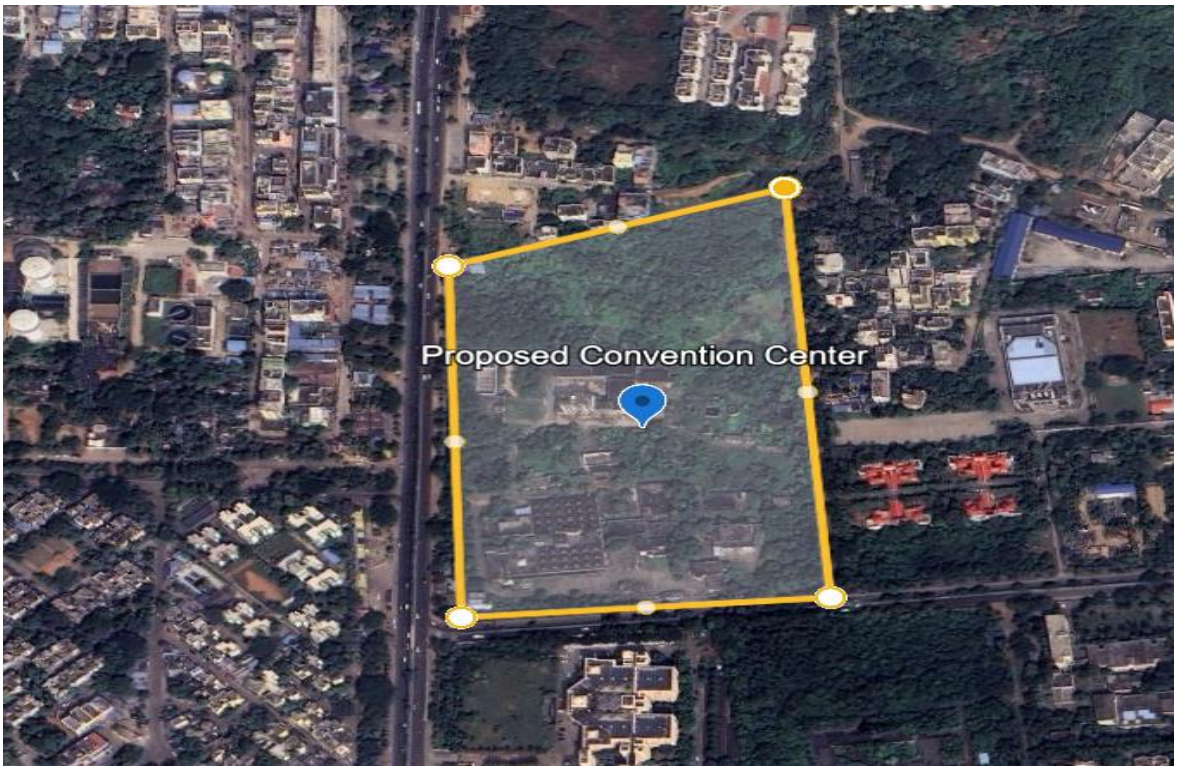


Figure -1 Proposed site- 18 acres(approx.)

Please refer to the files shared in the link below.

Enclosures:

- KMZ file

Link: https://obcc-nas.quickconnect.to/d/s/17AIheO90SQbh5Bsby1U4AC1eW4ZmxzH/Nhx08l7x7L4-aOe19nAm2-OEfcqtDfCy-3b6gCaxv_gw

2. OBJECTIVE

The principal objectives of the Consultancy are set out below.

A. Integrated Master Planning and Development

The Consultant shall:

- Prepare a comprehensive and integrated Master Plan for the approximately 18-acre Project site.
- Achieve optimal land utilisation and appropriate functional relationships among convention, exhibition, hospitality, public realm, parking, service, logistics and utility components.
- Establish a clear circulation hierarchy for delegates, public visitors, VIP/VVIP movement, exhibitors, organisers, staff, service vehicles and emergency access.
- Provide for phased implementation and future expansion without materially disrupting the functioning of completed facilities.
- Integrate the Project with surrounding roads, public transport, utilities and urban infrastructure.

B. World-Class MICE Infrastructure

The Consultant shall:

- Plan and design an internationally competitive Convention Centre capable of hosting major national and international conventions, conferences, exhibitions, summits, cultural events, banquets and related functions.
- Validate and develop the functional brief for the 4,000-seat Plenary Hall, meeting halls, conference rooms, exhibition facilities and other event spaces.
- Ensure that principal halls and support facilities can operate flexibly and, where required, simultaneously.

- Incorporate international-standard MICE operational planning, event logistics, acoustics, AV/ICT and specialist systems.

C. Functional Flexibility and Operational Efficiency

The Consultant shall:

- Provide flexible, divisible and adaptable halls and event spaces.
- Design circulation and operational systems to enable simultaneous events with minimal conflict.
- Ensure efficient event setup, changeover, exhibition servicing, catering, loading/unloading and back-of-house operations.
- Provide appropriate organiser, media, VIP/VVIP, speaker/performer, staff and service facilities.
- Ensure that the planning supports efficient staffing, security, housekeeping and facility management.

D. Visitor, Delegate and User Experience

The Consultant shall:

- Create a coherent user journey from arrival, security and registration through pre-function, event participation, networking, food and beverage, exhibition, departure and post-event movement.
- Provide intuitive wayfinding and high standards of comfort, universal accessibility and crowd management.
- Create high-quality arrival plazas, lobbies, pre-function spaces, lounges, public realm and outdoor gathering areas.

E. Integrated Specialist Systems and Technology

The Consultant shall:

- Integrate acoustics, electro-acoustic, AV/ICT, stage/theatre systems, digital signage, broadcast/streaming systems, security, access control, BMS/IBMS and other specialist systems from the Concept Design stage.
- Ensure compatibility between architectural planning, engineering services and specialist systems.
- Provide future-ready technology infrastructure capable of adapting to evolving event formats.

F. Sustainable and Climate-Responsive Development

The Consultant shall:

- Adopt energy-efficient, water-efficient and climate-responsive planning and design.
- Incorporate renewable energy, water reuse, rainwater harvesting, waste management, heat-island mitigation and low-carbon strategies where technically and economically appropriate.
- Develop the Project towards IGBC Platinum or equivalent high-performance green-building standard, subject to approval of OB&CC and applicable certification requirements.
- Optimise lifecycle cost, maintainability and operational energy performance.

G. Architectural Identity and Urban Integration

The Consultant shall:

- Create an iconic and architecturally distinguished civic landmark.
- Interpret Odisha's cultural identity through contemporary architectural, material and landscape expression.
- Integrate the Project sensitively with its surrounding urban context.
- Support catalytic hospitality, tourism and commercial development without compromising the primary MICE function.

H. Safety, Accessibility and Resilience

The Consultant shall:

- Achieve high standards of fire and life safety, crowd safety, security and emergency response.

- Ensure universal accessibility throughout the Project.
- Incorporate resilience to extreme weather, utility disruption and operational emergencies.

I. Construction Quality and Implementation

The Consultant shall:

- Translate approved planning and design into coordinated, constructible DPRs, GFC drawings, specifications, BOQs and tender packages.
- Provide comprehensive Construction Monitoring & Supervision, QA/QC, contract-administration support and progress control.
- Preserve the approved design intent and technical performance throughout execution.

J. Testing, Commissioning and Operational Readiness

The Consultant shall:

- Ensure complete testing and commissioning of architectural, engineering and specialist systems.
- Carry out or witness integrated systems testing.
- Assist in operator training, preparation/review of O&M manuals, as-built documentation and warranties.
- Support trial operation/mock-event readiness where prescribed.
- Ensure that the completed facility is capable of safe and effective operation before final handover.

3. SCOPE OF WORK

3.1 General Scope and End-to-End Responsibility

3.1.1 The Consultant shall provide comprehensive, multidisciplinary and end-to-end professional Services for planning, designing, documenting, procuring, supervising, testing, commissioning and closing out the proposed World-Class Convention Centre.

3.1.2 The Services shall extend from baseline studies and functional programming through:

a. Master Planning;
b. Concept and Schematic Design;
c. Detailed Architectural and Engineering Design;
d. MICE and Specialist Systems Design;
e. DPR preparation;
f. statutory approval assistance;
g. cost estimation, BOQ and Tender Documentation;
h. Tender and Procurement Assistance;
i. preparation and issue of GFC drawings;
j. Construction Monitoring & Supervision;
k. contract-administration support;
l. testing and commissioning;
m. Operational Readiness;
n. completion and handover;
o. Defects Liability Period support; and
p. Project close-out.

3.1.3 The Scope includes every professional input reasonably necessary to deliver a complete, coordinated, safe, functional, constructible, maintainable and operation-ready Project, whether or not each incidental activity is expressly listed.

3.1.4 The Consultant shall coordinate all disciplines, Sub-Consultants, Specialist Systems and interfaces. It shall not be entitled to additional remuneration for:

a. ordinary interdisciplinary coordination;
b. correction of its errors or omissions;

c. normal design development and refinement;
d. responding to routine statutory observations;
e. ordinary construction-stage clarifications; or
f. work reasonably inferable as necessary to complete the expressly stated Services.

3.1.5 No material change in the approved scope, functional programme, design, cost, quality, procurement package or implementation strategy shall be made without prior written approval of OB&CC.

3.2 Master Planning and Architectural Design

The Consultant shall:

a. undertake a detailed Site and contextual analysis;
b. prepare an integrated Master Plan for the approximately 18-acre Site;
c. establish land use, zoning, built form, open spaces, circulation, public realm, landscape, parking, service access and utility infrastructure;
d. optimise permissible FAR, ground coverage, built-up area and building height, subject to the functional programme and Applicable Law;
e. integrate convention, conference, exhibition, banquet, hospitality, parking, service, logistics, public-realm and utility functions;
f. prepare alternative Master Plan options with comparative evaluation of their functional, operational, technical, environmental, cost and implementation implications;
g. recommend a preferred option with clear justification;
h. provide for phased implementation and future expansion;
i. establish safe and legible public, VIP/VVIP, organiser, exhibitor, staff, service and emergency circulation;
j. develop the architectural concept, massing, form, façade, roofscape, entrances and arrival sequence;
k. prepare space-planning, adjacency and circulation diagrams;
l. integrate structural, MEP, fire and life-safety and Specialist Systems requirements from the Concept Design stage;
m. establish the architectural material, colour, lighting, art and landscape strategy;
n. prepare drawings, reports, models, visualisations and presentations required for review and approval;
o. undertake relevant visual, shadow, microclimate, environmental and functional assessments;
p. ensure compliance with planning, building, fire, accessibility, environmental and other statutory requirements;
q. coordinate the approved Master Plan and architectural design with all engineering and specialist disciplines; and
r. develop the approved design through Schematic Design, Detailed Design, DPR, tender and GFC stages.

3.3 Convention and MICE Planning

The Consultant shall:

a. validate the MICE demand assumptions and Functional Programme;
b. benchmark relevant national and international Convention Centres, with emphasis on comparable capacity, event profile, climate and operational model;
c. prepare detailed space requirements, accommodation schedules and adjacency matrices;
d. establish the capacity, configuration and operating mode of the Plenary Hall, meeting halls, conference rooms, breakout rooms, exhibition halls, banquet/event spaces and pre-function areas;
e. prepare simultaneous-event operating scenarios;
f. plan delegate, public, VIP/VVIP, organiser, exhibitor, performer, media, staff and service facilities;
g. plan registration, ticketing, accreditation, security-screening and access-control interfaces;
h. plan event setup, changeover, dismantling and material movement;
i. plan loading docks, service yards, stores, staging areas, waste movement and other back-of-house facilities;
j. establish floor-loading requirements, clear heights, structural grids, service trenches, service pits, rigging loads and suspension requirements;
k. plan event power, lighting, data, communication, water, drainage and other utility distribution;
l. design appropriate hall subdivision, operable-partition, retractable-seating and flexible-infrastructure systems;
m. establish acoustic-separation requirements between simultaneous events;
n. integrate banquet, kitchen, catering and food-service operations;
o. plan organiser offices, secretariat facilities, media spaces, green rooms, speaker preparation rooms and event-control facilities;
p. prepare detailed operational flow diagrams and standard event-layout options;

q. incorporate requirements for international conferences, exhibitions, summits, hybrid events, banquets and cultural performances;
r. coordinate MICE planning with fire and life safety, crowd movement, security and evacuation requirements; and
s. document all approved functional and performance requirements in the DPR and Works tender documents.

3.4 Specialist Systems

3.4.1 The Consultant shall plan, design, specify, coordinate and assist in commissioning all Specialist Systems required for complete and efficient operation of the Convention Centre.

3.4.2 The Specialist Systems shall include, as applicable:

a. room acoustics and electro-acoustics;
b. sound reinforcement and audio systems;
c. video-display, projection and presentation systems;
d. conference and delegate-microphone systems;
e. simultaneous interpretation and translation systems;
f. assistive-listening systems;
g. broadcast, recording, production and live-streaming systems;
h. hybrid and virtual-event infrastructure;
i. stage, theatre, performance-lighting and control systems;
j. stage engineering, rigging and suspension systems;
k. show-control and event-control systems;
l. digital signage and electronic wayfinding;
m. ICT, structured cabling and high-density Wi-Fi;
n. redundant fibre-optic and data backbone;
o. AV-over-IP and media-distribution systems;
p. event-management, room-booking and scheduling systems;
q. Building Management System/Integrated Building Management System;
r. central command-and-control facilities;
s. security, surveillance and video-management systems;
t. access control, accreditation and credential-management systems;
u. public-address and voice-evacuation systems;
v. visitor-counting, occupancy-monitoring and crowd-management systems;
w. master clock and time-synchronisation systems; and
x. other specialised technology necessary for a world-class Convention Centre.

3.4.3 Specialist Systems shall be integrated from the Concept Design stage with:

a. architectural planning and interior design;
b. structural grids, spans, loads, openings and supports;
c. ceiling, wall and floor construction;
d. stage, seating and sightline requirements;
e. electrical power, backup power and earthing;
f. cooling and ventilation loads;
g. fire and life-safety systems;
h. equipment rooms, control rooms and rack rooms;
i. cable pathways, containment and service access;
j. lighting and lighting controls;
k. security and access control;
l. acoustic separation and vibration control; and
m. operation and maintenance access.

3.4.4 The Consultant shall prepare a coordinated Specialist Systems Basis of Design stating:

a. intended function and performance requirements;
b. applicable standards;
c. capacity and redundancy;
d. compatibility and interoperability requirements;

e. spatial and environmental requirements;
f. interface responsibilities;
g. testing and acceptance criteria;
h. cybersecurity requirements, where applicable;
i. training, documentation and warranty requirements; and
j. future-expansion and upgrade provisions.

3.4.5 Specifications shall, as far as practicable, be performance-based and shall promote compatibility, competition, maintainability and lifecycle value. Proprietary requirements shall be recommended only where technically unavoidable and supported by written justification.

3.4.6 The Consultant shall not receive any commission, rebate or financial benefit from a manufacturer, supplier, vendor or system integrator.

3.5 Hospitality, Parking and Support Infrastructure

3.5.1 The Consultant shall assess the requirement, scale, feasibility and integration of a star-rated hotel or other hospitality component as part of the overall Master Plan.

3.5.2 The assessment shall consider:

a. projected delegate and event demand;
b. room inventory and category;
c. operational relationship with the Convention Centre;
d. independent and shared access;
e. security and privacy;
f. banquet, kitchen and food-service integration;
g. parking and service requirements;
h. commercial and financial feasibility;
i. phasing and procurement options; and
j. applicable planning and licensing requirements.

3.5.3 No hospitality or commercial component shall be incorporated into the approved Project scope without OB&CC’s prior written approval.

3.5.4 Parking demand shall be established through traffic, event-demand and simultaneous-event analysis and shall consider:

a. private cars;
b. buses and coaches;
c. taxis and app-based mobility services;
d. VIP/VVIP vehicles;
e. accessible parking;
f. staff vehicles;
g. service and delivery vehicles;
h. exhibition and event-logistics vehicles;
i. emergency vehicles;
j. two-wheelers and bicycles; and
k. electric-vehicle charging.

3.5.5 Parking may be provided through basement, podium, multilevel, surface or other appropriate arrangements based on technical, functional, economic and operational feasibility.

3.5.6 The Consultant shall develop:

a. entry and exit arrangements;
b. pick-up and drop-off areas;
c. bus and coach holding;
d. taxi queuing;

e. pedestrian links;
f. traffic-control arrangements;
g. parking-management and guidance systems;
h. service-vehicle routes;
i. loading and unloading facilities; and
j. emergency access.

3.5.7 Public, VIP/VVIP and service traffic shall be segregated to the extent reasonably practicable.

3.6 Visitor and Delegate Facilities

3.6.1 The Consultant shall plan and design:

a. arrival and orientation areas;
b. weather-protected drop-off and movement;
c. security-screening and accreditation areas;
d. registration and ticketing facilities;
e. lobbies and pre-function areas;
f. networking and informal-meeting spaces;
g. cloakrooms and baggage facilities;
h. hospitality and VIP/VVIP lounges;
i. business-centre and organiser-support facilities;
j. media and press facilities;
k. toilets and accessible facilities;
l. food and beverage outlets;
m. medical and first-aid facilities;
n. prayer, childcare or other user-support facilities where approved;
o. physical and digital wayfinding;
p. accessible movement and assistive systems;
q. crowd-management and queuing areas; and
r. safe and efficient departure arrangements.

3.6.2 Capacities shall be based on peak occupancy and simultaneous-event scenarios rather than average attendance.

3.6.3 Visitor facilities shall be coordinated with MICE operations, security, fire and life safety, accessibility, housekeeping and facility-management requirements.

3.7 Urban Integration, Public Realm and Landscape

3.7.1 The Consultant shall prepare an integrated public-realm and landscape strategy addressing:

a. arrival plazas and ceremonial forecourts;
b. pedestrian connectivity;
c. shaded and weather-protected movement;
d. outdoor event, exhibition and congregation spaces;
e. event spill-out areas;
f. landscape identity and planting strategy;
g. retention or transplantation of existing trees, where feasible;
h. heat-island mitigation;
i. universal accessibility;
j. stormwater management and landscape-based drainage;
k. water-efficient irrigation;
l. external lighting;
m. public art and cultural interpretation;
n. street furniture and signage;
o. screening of utilities, loading areas and service functions;
p. security and defensible-space requirements; and
q. landscape operation and maintenance.

3.7.2 Landscape design shall be coordinated with underground utilities, fire-tender movement, security sightlines, event operations and future expansion.

3.7.3 Plant selection shall consider local climate, water demand, durability, maintenance and ecological suitability.

3.7.4 Public-art or cultural installations shall be integrated with the architecture and landscape and shall be subject to OB&CC's approval.

3.8 Sustainability and Building Performance

3.8.1 The Consultant shall develop measurable sustainability and building-performance targets for OB&CC's approval.

3.8.2 The Services shall include:

a. climate and microclimate analysis;
b. energy modelling;
c. building-envelope performance analysis;
d. solar-control and shading analysis;
e. HVAC energy optimisation;
f. daylight and glare analysis, where appropriate;
g. renewable-energy assessment;
h. electrical-demand and peak-load management;
i. water-balance preparation;
j. rainwater harvesting and reuse planning;
k. wastewater treatment and reuse;
l. stormwater management;
m. solid-waste, food-waste and recyclable-waste management;
n. embodied-carbon and material-efficiency assessment;
o. low-carbon and locally appropriate material strategies;
p. indoor environmental-quality assessment;
q. heat-island mitigation;
r. measurement and verification planning;
s. commissioning strategy; and
t. green-building certification documentation.

3.8.3 The Project shall be developed towards **IGBC Platinum or an equivalent high-performance green-building rating**, subject to OB&CC's approval of the rating system and certification strategy.

3.8.4 The Consultant shall:

a. identify the credits or performance requirements proposed to be achieved;
b. allocate responsibilities for achieving and documenting them;
c. incorporate mandatory requirements into the Works tender documents;
d. monitor compliance during construction; and
e. assist in obtaining the targeted certification.

3.8.5 Selection of systems and materials shall be supported by lifecycle cost, performance, maintainability and durability considerations and not merely initial cost.

3.9 Design Continuity and Construction Supervision

3.9.1 The Consultant shall ensure continuity between planning, design, tender documentation and construction through a formal **Design Intent Compliance Process**.

3.9.2 During construction, the Consultant shall:

a. review Works Contractor submissions for compliance with the Contract and approved design intent;
b. review shop drawings, samples, mock-ups, method statements and material submissions;
c. coordinate architectural, structural, MEP and Specialist Systems interfaces;
d. issue required design clarifications and GFC drawings;
e. monitor quality, progress and compliance;
f. identify and report deviations;
g. recommend corrective measures;

h. review proposed substitutions and value-engineering proposals;
i. maintain design-decision and deviation registers; and
j. verify that completed work meets the specified functional and technical criteria.

3.9.3 Review or approval of any Contractor submission shall not:

a. relieve the Contractor of its responsibility for accuracy, dimensions, quantities, fabrication, construction methodology, safety or compliance; or
b. relieve the Consultant of its professional responsibility for its own design and review obligations.

3.9.4 The Consultant shall not, without specific written authorisation from OB&CC:

a. amend the Works Contract;
b. grant a final extension of time;
c. approve a material change in scope;
d. waive a contractual requirement;
e. commit OB&CC to additional expenditure; or
f. issue an instruction having a material cost or time implication.

3.9.5 Where urgent action is required for safety or protection of the Works, the Consultant shall act within the authority expressly delegated under the Works Contract and shall immediately report the action to OB&CC.

3.10 Completion, Commissioning and Operational Readiness

The Consultant's Services shall include:

a. preparation or review of commissioning plans;
b. preparation of a coordinated testing and commissioning programme;
c. review of pre-commissioning and commissioning procedures;
d. witnessing and documentation of equipment and system testing;
e. integrated systems testing;
f. acoustic performance testing;
g. AV/ICT, broadcast and Specialist Systems commissioning;
h. fire and life-safety integrated testing;
i. HVAC testing, adjusting, balancing and performance verification;
j. electrical, backup-power and power-quality testing;
k. kitchen, food-service and banquet-system commissioning;
l. BMS/IBMS testing and integration;
m. snag and punch-list preparation;
n. monitoring closure of defects and incomplete work;
o. assistance in obtaining occupancy, completion and other statutory approvals;
p. review of as-built drawings and BIM models;
q. review of O&M manuals and asset registers;
r. verification of warranties, guarantees, licences, spares and maintenance tools;
s. coordination of training for operating and maintenance personnel;
t. trial operation and mock-event support, where required;
u. assessment of Operational Readiness;
v. recommendation for completion and handover; and
w. preparation of the Final Completion and Close-out Report.

4. DETAIL SCOPE OF WORK

4.1 General

4.1.1 The Consultant shall provide all professional Services necessary for complete planning, design, documentation, procurement assistance, Construction Monitoring & Supervision, Testing, Commissioning and

Project Close-out for the **"Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar".**

4.1.2 The Consultancy shall comprise the following seven stages:

Stage 1 – Inception, Baseline Studies, Functional Programming and Concept Master Plan

Stage 2 – Schematic Design, Integrated Engineering & Specialist Systems Development

Stage 3 – Statutory Approvals And Compliance

Stage 4 – Detailed Design, DPR, Cost Estimates and GFC Documentation

Stage 5 – Tender Documentation and Procurement Assistance

Stage 6 – Construction Monitoring, Supervision & Contract Administration

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

4.1.3 The target period for Stages 1–5, covering planning, design, DPR and Tender Documentation, shall be 36 weeks from the Effective Date, subject to:

a. the approved Work Programme;
b. timely decisions and inputs from OB&CC;
c. statutory review periods;
d. approved changes in scope; and
e. other provisions of the Contract.

4.1.4 Construction Monitoring & Supervision shall continue for the actual Construction Period, including approved extensions, together with Testing, Commissioning, Completion, Handover and Defects Liability Period support.

4.1.5 Any indicative overall duration stated elsewhere shall not curtail the Consultant's obligation to complete all Services under the Contract.

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

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

4.2 Stage 1 - Inception, Baseline Studies, Functional Programming and Concept Master Plan

4.2.1 Inception & Existing Context Analysis:

The Consultant shall undertake a comprehensive inception and existing context analysis to establish the regulatory, institutional, physical, operational and stakeholder context of the Project. The Consultant shall:

a) Review of Existing Information and Previous Studies

Review and assess all available site information, EOI/RFP documents, previous planning, architectural, engineering and feasibility studies, surveys, reports, drawings and other documents prepared by the Client, relevant government agencies or other consultants. The Consultant shall identify the relevance, adequacy, gaps and implications of such information for the Project.

b) Review of Regulations, Guidelines and Standards

Research, review and identify all applicable laws, rules, regulations, development control provisions, planning and building regulations, fire and life-safety requirements, environmental requirements, aviation regulations, traffic and transportation requirements, accessibility standards, MICE requirements, utility regulations, and other applicable codes, guidelines and standards pertaining to the Project. The Consultant shall identify any conflicts, gaps, redundancies or regulatory constraints and recommend appropriate measures for addressing them.

c) Statutory Approvals and Compliance Requirements
Identify all statutory, regulatory and third-party approvals, permissions, NOCs, clearances and consents required for the Project, including the applicable approving authority, submission requirements, responsible party, key prerequisites/dependencies and indicative processing timelines.

The Consultant shall prepare and maintain an Approval and Statutory Compliance Matrix as part of the Inception Report.

d) Situation and Need Analysis
Undertake a detailed situation and need analysis in consultation with all relevant stakeholders to establish the current conditions, project needs, functional requirements, operational requirements, user requirements, institutional requirements and priorities for each component of the Project. The Consultant shall confirm and document the Project objectives, key outcomes, priorities and decision-making framework.

e) Existing Asset and Context Mapping
Undertake and/or consolidate an inventory and mapping of existing assets relevant to the Project, including structures, buildings, water bodies, gardens, landscape features, utilities, circulation networks, public facilities, and other important physical or institutional assets identified by the Client or relevant agencies. The assessment shall identify opportunities, constraints, interfaces and assets to be retained, modified, relocated or integrated into the proposed development.

f) Architectural and Public Realm Design Elements
Study the existing physical, architectural and urban context and recommend appropriate architectural, landscape, public realm, material, streetscape, wayfinding, accessibility and other design elements that can establish a coherent overall design language for the Project, including provisions for future public facilities and potential expansion.

g) Regulatory Gaps, Constraints and Potential Solutions
Identify gaps, conflicts, ambiguities, redundancies and potential barriers arising from applicable regulations, standards, approvals and institutional requirements. The Consultant shall recommend appropriate regulatory, procedural or design-based solutions for bridging such gaps and facilitating statutory compliance and timely implementation of the Project.

h) Stakeholder Consultations
Undertake structured consultations with the Client, relevant government departments, statutory authorities, utility agencies, end users, local stakeholders and other identified parties, as appropriate, to validate the Project requirements, regulatory framework, existing conditions, constraints and implementation considerations. Key consultation outcomes and agreed actions shall be documented.

i) Project Risk Register
Prepare an initial **Project Risk Register** identifying key regulatory, statutory, technical, design, stakeholder, programme, cost, environmental, operational and implementation risks. The Risk Register shall identify the likelihood and potential impact of each risk, mitigation measures, responsible parties and proposed monitoring/actions, and shall be updated throughout the Project.

j) Inception Report and Detailed Work Programme
Based on the above investigations and consultations, prepare and submit an **Inception Report** setting out the Consultant's understanding of the Project, existing context, applicable regulatory framework, stakeholder requirements, identified gaps and constraints, statutory approval requirements, key risks, proposed design approach, deliverables, methodologies, responsibilities, dependencies and proposed programme.

The Inception Report shall, at a minimum, include:

1. review of available information and previous studies;
2. Project objectives and confirmed requirements;
3. situation and need analysis;

4. existing asset and context assessment;
5. applicable regulations, codes, guidelines and standards;
6. Approval and Statutory Compliance Matrix;
7. stakeholder consultation findings;
8. identified regulatory and technical gaps, conflicts and constraints;
9. proposed solutions and compliance strategy;
10. initial Project Risk Register;
11. key assumptions, dependencies and interfaces;
12. proposed design and planning approach; and
13. **Detailed Development Programme** identifying activities, deliverables, review/approval stages, responsibilities, dependencies and timelines.

The Consultant shall incorporate the comments of the Client and relevant stakeholders and obtain approval of the Inception Report and Work Programme before proceeding to subsequent stages of the Services.

4.2.2 Survey:

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

a) Total Station Survey – Detailed topographical survey of the site(s).
b) Plot Boundary and Land Level Survey – Precise mapping of parcel boundaries and elevation levels to be incorporated into the design.
c) Traffic Survey – Assessment of vehicular and pedestrian movement for planning access and circulation.
d) Infrastructure Assessment – Evaluation of existing infrastructure, including utilities and services, based on available data.
e) Soil Investigation – Geotechnical study to determine soil conditions and bearing capacity.
f) DGPS/GIS-based base mapping;
g) Cadastral/landownership mapping from available records;
h) asset mapping;
i) Statutory protected/prohibited/regulated zones;
j) Tree and ecological survey;
k) Utility mapping;
l) visitor surveys;
m) Origin-destination/traffic surveys;
n) Socio-economic/community survey;
o) Photographic documentation;
p) Condition assessment of existing buildings/infrastructure;
q) Hydrology/drainage assessment where applicable.

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

4.2.3 Infrastructure investigation:

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

a) Buildings and other structures: The Agency shall identify the buildings and other structures that need retrofitting, refurbishment and improvement. The list shall be shared with the Client for approval.
b) Utilities: The Agency shall list and locate, from the total station survey and on-site visits, on the existing condition plan, all public utilities and amenities. In addition, the Agency shall identify any utilities and amenities that will require relocation or adjustment, temporary or permanent, for the project.
c) Level of Service: The Agency shall evaluate the level of service that serves the area. If the services are deemed to be adequate for use on this site for future development, the Agency must ensure appropriate space provisions for the same and provide recommendations for upgrading.

4.2.4 MICE Functional and Operational Assessment

The Consultant shall prepare a MICE Functional Programme and Operational Brief addressing:

a. demand and event-market assumptions;
b. likely event typologies and frequency;
c. attendance and peak-load scenarios;
d. capacities and configuration of halls and rooms;
e. simultaneous-event scenarios;
f. functional adjacencies;
g. pre-function and registration requirements;
h. exhibition operations and logistics;
i. VIP/VVIP and protocol requirements;
j. organiser and secretariat requirements;
k. press, media and broadcast requirements;
l. catering, kitchen and food-service operations;
m. loading, unloading and storage;
n. staff and facility-management requirements;
o. toilets and user amenities;
p. parking and transport demand;
q. security, access control and emergency management;
r. event setup, dismantling and changeover;
s. operating hours and staffing assumptions;
t. lifecycle operation and maintenance; and
u. future expansion.

4.2.5 Concept Master Plan and Design

The Consultant shall develop the Concept Design/Master Plan based on the approved Design Brief, site conditions, Project objectives, applicable regulations and stakeholder requirements. The Consultant shall:

a) Design Brief and Site Evaluation

Ascertain and confirm the Client's requirements, functional needs, development objectives and priorities; examine the site's opportunities, constraints, existing conditions and development potential; and prepare a detailed Design Brief for the Client's review and approval.

The Consultant shall undertake a comprehensive site evaluation, including an assessment of existing buildings and structures, where applicable, and analyse the relationship and potential impact of existing and proposed development on the immediate environs.

b) Conceptual / Master Plan Alternatives

Prepare a minimum of three alternative Concept Design / Master Plan options, unless otherwise directed by the Client. Each option shall respond to the approved Design Brief and shall address, as appropriate:

- functional zoning and land-use distribution;
- development capacity and site utilization;
- built form, massing, height and spatial relationships;
- movement, circulation and mobility;
- pedestrian and universal accessibility;
- vehicular, service and emergency access;
- landscape, open spaces and public realm;
- preliminary engineering and utility infrastructure;
- specialist systems and services strategy;
- environmental and sustainability considerations;
- indicative implementation/phasing strategy; and
- overall development character and architectural/design language.

c) Comparative Evaluation and Recommended Option

Undertake a structured comparative evaluation of the alternative options against agreed criteria, including functionality, planning and regulatory compliance, site responsiveness, user experience, mobility, environmental performance, constructability, implementation/phasing, risks and indicative cost.

Based on this evaluation, recommend a preferred Concept Design / Master Plan option, supported by a clear statement of the rationale, advantages, disadvantages, key assumptions and implications of the recommendation.

d) Impact Assessment and Mitigation

Assess the potential impacts of the existing and proposed development on the immediate environs, including impacts relating to access and circulation, traffic, public realm, landscape, utilities, environmental conditions, neighboring properties, built character and other relevant considerations.

The Consultant shall identify appropriate measures to avoid, minimize or mitigate adverse impacts and incorporate such measures into the recommended Concept Design / Master Plan.

e) Conceptual Design Development

Develop the recommended concept to a level sufficient to establish the overall planning, architectural and spatial intent of the Project. The Concept Design shall include, as appropriate:

- site planning and functional zoning;
- site circulation and access;
- built-form and massing studies;
- key plans, sections and elevations;
- public realm and landscape concept;
- relationship with existing buildings and surrounding development;
- preliminary infrastructure and engineering strategy;
- specialist-system strategy;
- sustainability and environmental design strategy; and
- indicative phasing and implementation strategy.

f) Client Presentation and Approval Documents

Prepare drawings, diagrams, visualizations, reports, presentations and other supporting documents necessary for the Client to review, evaluate and obtain approval of the Concept Design / Master Plan. The Consultant shall incorporate Client comments and revise the preferred option as required to achieve approval.

g) Preliminary Cost Plan

Prepare a preliminary cost plan / rough order-of-cost estimate, based on the proposed development areas, key quantities and prevailing applicable rates/benchmarks. The cost plan shall be sufficiently structured to enable comparison of the alternative options and shall identify major cost components, key assumptions, exclusions and allowances.

h) Preliminary Sustainability Strategy

Prepare a preliminary sustainability strategy appropriate to the Project, addressing relevant opportunities for energy efficiency, water efficiency, climate responsiveness, landscape/ecology, resource efficiency, low-impact mobility and other applicable sustainability objectives. The strategy shall be integrated into the recommended Concept Design / Master Plan.

i) Concept Design / Master Plan Report

Compile the above investigations, alternatives, evaluations, recommendations, drawings, impact assessment, mitigation measures, preliminary engineering and specialist strategies, phasing, sustainability strategy and preliminary cost plan into a Concept Design / Master Plan Report for Client review and approval.

It should include:

- integrated Master Plan;
- MICE strategy;
- circulation/mobility plan;
- landscape/ecology strategy;
- interpretation strategy;
- infrastructure/utilities plan;
- phasing;
- preliminary cost plan;
- preliminary implementation plan.

The approved Concept Design / Master Plan shall form the basis for subsequent design development and detailed design stages.

Deliverables for Stage 1

1. *Inception Report & Detailed Development Programme*
2. *Statutory Approval & Compliance Matrix*
3. *Survey & Investigation Reports*
4. *Existing Site, Utility & Constraint Plan*
5. *Site Assessment & Requirements Presentation*
6. *MICE Functional Programme & Operational Brief*
7. *Space Programme & Adjacency Matrix*
8. *Traffic, Access, Mobility, Parking & Service Logistics Assessment*
9. *Minimum Three Alternative Concept/Master Plan Options*
10. *Comparative Evaluation & Recommended Concept Master Plan*
11. *Concept Architectural Design Package – Plans, Sections, Elevations & Massing*
12. *Landscape & Public Realm Concept*

13. *Retrofitting, Conservation & Utility Relocation Strategy*
14. *Preliminary Structural, MEP & Specialist Systems Concepts*
15. *Preliminary Acoustic & AV/ICT Strategy*
16. *Preliminary Sustainability & Green Building Strategy*
17. *Indicative Phasing & Implementation Strategy*
18. *Preliminary Cost Plan / Estimate*
19. *Project Risk Register*
20. *PowerPoint Presentation & Concept Model / Digital Visualizations*
21. *3D Walkthrough / Animation / Video – Minimum 3 Minutes & At least 10 indicative images rendered to give the idea of the design concept that cover most of the design features and explain the designs adequately.*

4.3 Stage 2 – Schematic Design, Integrated Engineering & Specialist Systems Development

The Consultant shall develop the approved Concept Master Plan and Functional Programme into a coordinated Schematic Design demonstrating the architectural, MICE-operational, engineering and specialist-systems solution for the complete Project.

4.3.1 Architectural and Functional Development

The Consultant shall:

a. incorporate OB&CC's observations on the approved Concept Plan;

b. finalise the site Master Plan, functional zoning and major building relationships;

c. develop plans, sections, elevations and massing of all principal facilities;

d. finalise functional layouts of the Plenary Hall, meeting halls, breakout rooms, exhibition facilities, banquet/event facilities, pre-function areas and supporting spaces;

e. finalise space allocation and adjacency for VIP/VVIP, organisers, media, speakers/performers, staff and support functions;

f. demonstrate simultaneous-event operation and hall subdivision/configuration;

g. develop back-of-house, kitchen, catering, storage, loading and service circulation;

h. establish delegate, public, VIP, exhibitor, organiser, service and emergency circulation systems; and

i. update area statements against the approved Functional Programme.

4.3.2 MICE Operational Design

The Consultant shall prepare a Functional Adjacency and Operational Flow Report supported by drawings and representative event scenarios covering:

a. event arrival and departure;

b. security screening and registration;

c. delegate and public circulation;

d. VIP/VVIP and protocol movement;

e. exhibitor access and exhibition servicing;

f. organiser and secretariat operations;

g. speaker and performer movement;

h. media, press and broadcasting operations;

i. banquet, catering and food-service movement;

j. loading, unloading and event-material handling;

k. event setup, dismantling and changeover;

l. staff, housekeeping and facility-management access;

m. simultaneous-event separation;

n. queuing, crowd management and peak occupancy;

o. toilet and amenity demand;

p. parking, pick-up and drop-off;

q. security and emergency response; and

r. emergency evacuation.

The Consultant shall demonstrate that the proposed spatial configuration is appropriate for:

a. a full-capacity convention;

b. simultaneous conferences and meetings;

c. an exhibition operating concurrently with another event;

d. banquet and cultural-event use;

e. hybrid and digitally enabled events; and

f. setup or dismantling activities occurring while other portions of the complex remain operational.

4.3.3 Structural Design Development

The Consultant shall prepare the Structural Design Basis Report and Schematic Structural Design, including:

a. proposed structural systems for the principal buildings;

b. long-span structural systems for convention, plenary and exhibition halls;

c. structural grids and column-free or column-efficient space requirements;

d. preliminary member sizes and structural depths;

e. design loads and load combinations;

f. stage, retractable-seating and performance-system loads;

g. roof, catwalk, lighting, AV, acoustic and rigging loads;

h. suspended equipment and maintenance loads;

i. façade-support systems;

j. movement, seismic and expansion joints;

k. preliminary foundation system based on geotechnical information;

l. seismic, wind and cyclone-design criteria;

m. vibration and serviceability requirements;

n. robustness and progressive-collapse considerations, where applicable;

o. fire-resistance requirements;

p. structural interfaces with MEP and Specialist Systems;

q. construction methodology and erection strategy for major long-span systems;

r. preliminary material and durability strategy; and

s. constructability, fabrication, transport and lifting considerations.

Long-span structural coordination with acoustics, AV, stage systems, lighting, rigging, MEP services, catwalks, access and maintenance requirements shall be a mandatory Stage 2 activity.

No long-span system shall be recommended solely on visual considerations without assessment of structural efficiency, constructability, cost, erection methodology, durability, maintenance and integration with other systems.

4.3.4 MEP and Building Services Design Development

The Consultant shall prepare preliminary Design Basis Reports, calculations, system schematics and layouts for:

a. heating, ventilation and air-conditioning;

b. thermal zoning and occupancy-based control;

c. ventilation and smoke management;

d. electrical power supply and distribution;

e. transformers, substations and switchgear;

f. standby generators, UPS and emergency power;
g. internal and external lighting;
h. event and performance power;
i. lighting controls;
j. earthing, lightning protection and power quality;
k. water supply, storage and distribution;
l. plumbing and sanitary systems;
m. sewerage and wastewater treatment;
n. rainwater harvesting and reuse;
o. stormwater drainage;
p. fire protection, hydrants, sprinklers and firefighting systems;
q. fire detection and alarm systems;
r. public address and voice evacuation;
s. vertical transportation;
t. solid-waste and food-waste management;
u. kitchen and food-service utilities;
v. fuel and gas systems, where applicable;
w. renewable-energy systems;
x. BMS/IBMS and energy-monitoring systems;
y. utility connections and off-Site infrastructure interfaces; and
z. operation, access, replacement and maintenance requirements.

The Design Basis Reports shall state:

a. applicable codes and standards;
b. occupancy and operating assumptions;
c. indoor and outdoor design conditions;
d. calculated and diversified loads;
e. capacity and redundancy philosophy;
f. energy and water-performance objectives;
g. control and monitoring strategy;
h. spatial and access requirements;
i. acoustic and vibration-control requirements;
j. fire and life-safety interfaces; and
k. testing and commissioning criteria.

Systems shall be designed for efficient part-load operation and varying event occupancies rather than only for maximum connected load.

4.3.5 Acoustics, AV/ICT and Specialist Systems

A. Acoustics and Noise Control

The Consultant shall prepare an **Acoustic Design Basis Report** addressing:

a. intended use and acoustic requirement of each major space;
b. room geometry and volume;
c. target reverberation time across relevant frequency ranges;
d. speech intelligibility criteria;
e. sound-isolation requirements;
f. simultaneous-event acoustic separation;

g. operable-partition acoustic performance;
h. background-noise and noise-rating criteria;
i. mechanical-services noise and vibration control;
j. external noise intrusion;
k. noise breakout to adjoining areas;
l. acoustic treatment and finishes;
m. stage acoustics and sound-reflection strategy;
n. electro-acoustic integration;
o. acoustic modelling and simulation requirements; and
p. testing and acceptance criteria.

The Acoustic Design shall be coordinated with architecture, interiors, structure, HVAC, electrical systems, stage systems, fire safety and maintainability.

B. AV / Conference Systems

The Consultant shall develop schematic designs for:
a. projection, LED and other display systems;
b. image-processing and switching systems;
c. sound-reinforcement systems;
d. conference microphones and delegate units;
e. simultaneous interpretation systems;
f. assistive-listening systems;
g. video conferencing;
h. hybrid-event infrastructure;
i. broadcast, recording and streaming;
j. press and media distribution;
k. production, interpretation and control rooms;
l. equipment and rack rooms; and
m. portable and fixed event-technology requirements.

C. Stage, Theatre and Event Systems

The Consultant shall develop schematic designs for:
a. stage configuration;
b. backstage and performer-support spaces;
c. stage lighting and controls;
d. rigging and suspension systems;
e. catwalks, bridges and technical galleries;
f. stage engineering and equipment;
g. retractable or flexible seating, where proposed;
h. show-control systems;
i. stage-management and communication systems;
j. equipment access and replacement routes; and
k. inspection, maintenance and safety provisions.

D. ICT and Digital Infrastructure

The Consultant shall develop schematic designs for:
a. redundant fibre-optic backbone;

b. structured cabling;
c. high-density Wi-Fi;
d. LAN and data systems;
e. IPTV and digital signage;
f. room-booking and event-management systems;
g. networked AV infrastructure;
h. cloud and remote-event connectivity, where required;
i. central monitoring and control interfaces;
j. equipment rooms and data centres; and
k. cyber-secure network architecture.

E. Security and Access Control

The Consultant shall develop schematic designs for:

a. CCTV and video-management systems;
b. access-control systems;
c. accreditation and credential verification;
d. visitor and baggage screening;
e. vehicle screening and control;
f. central command-and-control facilities;
g. security zoning;
h. bollards and physical barriers, where necessary;
i. VIP/VVIP security arrangements;
j. emergency communication; and
k. integration with fire, life-safety and event-management systems.

F. Traffic, Parking and Mobility

The Consultant shall prepare the Traffic, Parking and Mobility Plan, including:

a. traffic-impact assessment;
b. existing and projected traffic conditions;
c. event-day peak-demand scenarios;
d. simultaneous-event traffic scenarios;
e. access and egress strategy;
f. junction and turning-movement analysis;
g. car and two-wheeler parking;
h. bus and coach parking and holding;
i. VIP/VVIP access and drop-off;
j. taxi and app-based mobility-service areas;
k. service, loading and logistics access;
l. pedestrian and non-motorised circulation;
m. public-transport integration;
n. accessible parking and routes;
o. emergency-vehicle access;
p. electric-vehicle charging;
q. parking guidance and management systems;
r. traffic-control and signage requirements;
s. event ingress and dispersal plans; and
t. preliminary Event Traffic Management Plan.

The Consultant shall coordinate the proposals with the relevant road, traffic, development and transport authorities.

G. Landscape and Public Realm

At the Schematic Design stage, the Consultant shall develop:

a. arrival plaza and ceremonial forecourt;

b. outdoor gathering and event lawns;

c. shaded and weather-protected pedestrian routes;

d. landscape structure and spatial hierarchy;

e. planting and tree strategy;

f. stormwater-sensitive landscape;

g. heat-island mitigation;

h. outdoor seating and congregation areas;

i. external lighting concept;

j. signage and wayfinding;

k. street furniture;

l. public-art and cultural-expression opportunities;

m. security and access-control interfaces;

n. screening of service, loading and utility areas;

o. irrigation and water-management strategy; and

p. landscape maintenance strategy.

The landscape design shall be coordinated with fire-tender access, underground services, security sightlines, crowd movement, event operations and future expansion.

H. Sustainability and Building Performance

The Consultant shall establish measurable performance objectives for:

a. annual and peak energy use;

b. HVAC efficiency and part-load performance;

c. building-envelope thermal performance;

d. solar heat gain and external shading;

e. daylight and glare;

f. renewable-energy generation;

g. water consumption and reuse;

h. rainwater and stormwater management;

i. solid and food-waste management;

j. heat-island reduction;

k. landscape-water demand;

l. indoor environmental quality;

m. embodied carbon and material efficiency;

n. resilience to extreme weather and utility disruption;

o. commissioning and measurement; and

p. the proposed IGBC Platinum or equivalent certification pathway.

The Consultant shall prepare preliminary simulations, calculations and credit assessments sufficient to demonstrate the feasibility of achieving the approved targets.

I. BIM and Digital Coordination

The Consultant shall prepare the Project BIM Execution Plan ("BEP"), defining:

a. BIM objectives and uses;

b. software and interoperability requirements;

c. model-development levels for each stage;

d. modelling responsibilities;

e. naming, classification and file protocols;

f. coordinate and reference systems;

g. Common Data Environment;

h. issue, approval and version-control procedures;

i. model-sharing and coordination frequency;

j. clash-detection and resolution procedures;

k. model-review and approval workflows;

l. information-security and access controls;

m. quantity and cost-information requirements;

n. construction-stage and as-built model requirements; and

o. final digital handover requirements.

At a minimum, the architectural, structural, MEP, fire and life-safety and major Specialist Systems models shall be federated and coordinated. Considering the following:

a. long-span structures;

b. dense ceiling and service zones;

c. acoustics and acoustic treatments;

d. AV, lighting, stage and rigging systems;

e. catwalks and maintenance access;

f. smoke-control and fire-safety systems;

g. kitchen and banquet services;

h. equipment replacement routes; and

i. ceiling heights and clearances.

BIM shall be used as a genuine design and coordination tool and not merely as a presentation model.

4.3.6 Cost and Implementation

The Consultant shall:

a. update the Project cost estimate based on the Schematic Design;

b. reconcile the estimate with the approved Project budget;

c. provide elemental and component-wise cost breakdowns;

d. identify high-cost and value-critical elements;

e. undertake preliminary value engineering without compromising approved functionality, quality or performance;

f. prepare phase-wise and package-wise cost estimates;

g. identify long-lead materials, equipment and Specialist Systems;

h. recommend the procurement and packaging strategy;

i. identify interfaces between Works packages;

j. prepare a preliminary cash-flow forecast;

k. update the implementation programme; and

l. update the Project Risk Register.

Any forecast cost exceeding the approved Project budget shall be reported promptly, together with technically viable cost-control measures for OB&CC's decision.

Deliverables for Stage 2

1. *Schematic Design Report – Narrative report with graphic diagrams, layouts, project details and area summaries.*
2. *Approved Updated Master Plan – Incorporating Stage 1 comments and approvals.*
3. *Architectural plans, sections, elevations, massing and area statements*
4. *Functional Adjacency and Operational Flow Report*
5. *Simultaneous-Event Operation and User-Journey Diagrams*
6. *Structural Design Basis Report and Schematic Structural Design*
7. *Long-Span Structural and Specialist Systems Coordination Report*
8. *MEP and Building Services Design Basis Reports*
9. *Schematic MEP and Utility Layouts*
10. *Acoustic Design Basis Report*
11. *AV, Conference, Broadcast and Interpretation Systems Design Basis Report*
12. *Stage, Theatre, Rigging and Performance Systems Design Basis Report*
13. *ICT and Digital Infrastructure Design Basis Report*
14. *Security, Surveillance and Access-Control Strategy*
15. *Fire and Life-Safety Strategy*
16. *Traffic, Parking and Mobility Plan*
17. *Preliminary Event Traffic Management Plan*
18. *Landscape and Public-Realm Schematic Design*
19. *Sustainability and Building-Performance Report*
20. *Green-Building Certification Strategy*
21. *BIM Execution Plan*
22. *Federated BIM Coordination Model and Clash-Detection Report*
23. *Updated Project Cost Estimate and Cost Plan*
24. *Value-Engineering Report*
25. *Updated Implementation and Procurement Strategy*
26. *Updated Project Risk Register*
27. *3D Digital Model & Visualizations – Including minimum 10 indicative rendered images.*
28. *3D Walkthrough / Animation – Minimum 3 minutes, covering interior and exterior spaces and key development features.*
29. *Final Conceptual / Schematic Design Plans & Details – Including 3D diagrammatic perspectives.*
30. *Physical Model of Approved Schematic Design, if required by OB&CC.*
    i. *The scale, dimensions, materials, level of detail, presentation method and delivery location shall be approved by OB&CC before production.*
    ii. *The Consultant shall arrange its own specialist resources for preparation of models, renderings, animations and walkthroughs and shall remain responsible for their accuracy and quality.*
    iii. *All costs of the models and visualizations expressly required under the RFP shall be included in the Accepted Consultancy Fee.*
    iv. *Visualizations shall accurately represent the approved design and shall not depict unapproved features, materials or scope.*

4.4 Stage 3 – Statutory Approvals And Compliance

4.4.1 The Consultant shall identify all approvals, clearances, permissions, licenses, NOCs and statutory requirements applicable to the Project, identify the competent authorities and submission procedures, and advise OB&CC on applicable laws, statutory fees, dependencies, prerequisites and anticipated timelines.

4.4.2 The Consultant shall prepare, coordinate, submit, revise and follow up all drawings, applications, documents, studies and other submissions required for statutory approvals; attend meetings and presentations before competent authorities; respond promptly to observations and queries; maintain records of submissions, meetings, observations and decisions; monitor approval validity and conditions;

and assist OB&CC until receipt of the required approvals, completion certificates and occupancy certificates.

4.4.3 The Consultant shall exercise due professional care and diligent follow-up in obtaining approvals. However, the Consultant shall not be deemed to guarantee issuance of any approval within a specified period where the decision rests solely with the competent authority.

4.4.4 The Consultant shall prepare the Approval and Statutory Compliance Matrix at the Inception Stage and update it throughout the Contract.

4.4.5 The Matrix shall identify, as applicable, planning and development authority approvals, municipal and building-plan approvals, fire and life-safety approvals, aviation/height clearances, environmental and forest approvals, pollution-control consents, electrical inspectorate approvals, water and sewerage approvals, road-access and traffic approvals, utility approvals, lift and escalator approvals, fuel and gas approvals, groundwater permissions, renewable-energy and grid-connectivity approvals, green-building registration/certification, occupancy and completion certificates, and approvals of any other competent authority.

4.4.6 For each approval, the Matrix shall state the approving authority, applicable law/regulatory basis, required documents and studies, responsible party, proposed submission date, expected review period, dependencies and prerequisite approvals, statutory fees, current status, observations received, action required, and validity/renewal requirements.

4.4.7 The Consultant shall promptly report any actual or anticipated delay in obtaining an approval and recommend appropriate mitigation measures.

4.4.8 The Consultant shall prepare and coordinate all submissions required to demonstrate compliance with applicable requirements relating to land use, site boundary and ownership particulars made available by OB&CC, FAR, ground coverage, building height, setbacks, open spaces, parking, access and circulation, barrier-free accessibility, structural safety, building services, environmental and landscape requirements, and other applicable development-control provisions.

4.4.9 Area calculations and project data shall be consistent across architectural drawings, statutory forms, the DPR, cost estimates and Works tender documents.

4.4.10 Considering the large occupant load and potential for simultaneous events, the Consultant shall prepare fully coordinated fire and life-safety submissions covering occupant-load calculations for each space and event configuration, means of egress, exit number/location/capacity, travel distances, exit widths, fire compartmentation, fire-rated construction, smoke detection and smoke management, fire alarm and voice evacuation systems, hydrant, sprinkler and suppression systems, fire-water systems, emergency and standby power, emergency lighting and signage, fire command facilities, refuge and assisted-evacuation provisions, emergency-vehicle access, fire/evacuation lifts where applicable, temporary exhibition and stage layouts, crowd management and evacuation strategies, and integrated fire and life-safety testing.

4.4.11 Where required or appropriate, the Consultant shall undertake evacuation, smoke-control or other performance-based simulations.

4.4.12 Fire approval shall not relieve the Consultant of responsibility for the completeness, coordination and statutory compliance of the design.

4.4.13 The Consultant shall identify, prepare and coordinate approvals relating to environmental clearance, tree removal/transplantation, construction and operational waste management, sewage treatment and wastewater reuse, stormwater discharge, pollution-control consent, power connection and electrical systems, water supply, sewer connection, road access and traffic management, telecom and fibre connectivity, renewable-energy integration, fuel and gas systems, and other Project utilities, as applicable.

4.4.14 The Consultant shall ensure that all conditions imposed by competent authorities are properly recorded and incorporated into the relevant design, tender, construction and commissioning documents.

4.4.15 Preparation, submission, coordination, follow-up and revision of documents required for statutory approvals shall form part of the original Services and Consultancy Fee.

4.4.16 Revisions required to address normal statutory observations, coordination requirements or deficiencies attributable to the Consultant shall not constitute Additional Services.

4.4.17 Where a competent authority requires a material change that could not reasonably have been anticipated and which materially affects the approved Project scope, cost or programme, the Consultant shall

immediately notify OB&CC, explain the requirement and its implications, identify technically viable alternatives, and obtain OB&CC's written instructions before incorporating the change.

4.4.18 Statutory application, scrutiny, approval, registration and certification fees payable directly to Government or statutory authorities shall be borne by OB&CC or reimbursed at actual cost against documentary evidence and subject to prior written approval.

4.4.19 Assist the Authority in obtaining final IGBC Platinum certification. IGBC registration, review and certification fees, construction-compliance expenses and any other associated expenses (excluding consultant's professional service fee) shall be borne through the Works Contract by the Construction Agency.

4.4.20 No mark-up, overhead or service charge shall be payable on statutory fees.

4.4.21 The Consultant's professional effort, travel, documentation, coordination, authority meetings, follow-up and normal revisions required for obtaining statutory approvals shall be included in the Accepted Consultancy Fee.

4.4.22 Penalties or additional fees arising from delay, error, incomplete submission or non-compliance attributable to the Consultant shall not be reimbursable.

[1]Deliverables for Stage 3

1. *Updated Approval and Statutory Compliance Matrix*
2. *Planning and Development-Control Compliance Report*
3. *Complete statutory drawings, calculations, forms and applications*
4. *Area, FAR, ground-coverage, setback, height and parking calculations*
5. *Fire and Life-Safety Report and submission*
6. *Occupant-load, exit-width, travel-distance and evacuation calculations*
7. *Structural and MEP Design Basis Reports required for approval*
8. *Environmental and utility-approval submissions*
9. *Aviation/height-clearance submission, where applicable*
10. *Traffic and road-access approval submissions*
11. *Green-building registration/certification submission, where approved*
12. *Written responses to statutory observations*
13. *Revised statutory drawings and documents*
14. *Periodic Approval/NOC Status Reports*
15. *Copies of approvals, clearances, permissions and NOCs obtained*
16. *Register of approval conditions incorporated into the Project documents*

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

Following approval of the Schematic Design, the Consultant shall prepare a complete, coordinated, code-compliant and construction-ready Detailed Design and DPR covering all disciplines and Specialist Systems, sufficiently developed to support statutory approvals, accurate quantity and cost estimation, procurement and competitive tendering, construction and installation, interdisciplinary coordination, testing and commissioning, operation and maintenance, and future repair, replacement and alteration. The Consultant shall ensure consistency and coordination among all drawings, calculations, Design Basis Reports, BIM models, specifications, BOQs, cost estimates, statutory submissions, commissioning requirements and Works Contract documents. The Detailed Design shall be fully coordinated through BIM/digital modelling in accordance with the approved BIM Execution Plan.

4.5.1 Detailed Architectural Design

- Site/master plans, floor plans, sections and elevations.
- Main Plenary Hall, meeting halls, conference rooms and breakout rooms.
- exhibition, banquet and multipurpose-event facilities.
- Façade, wall, floor and ceiling systems.
- Doors, windows, partitions, waterproofing and finishes.

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

- Toilets, stairs, ramps, lifts/escalator interfaces and accessibility details.
- Fixed furniture, joinery and signage.
- Detailed architectural schedules and specifications.
- Detailed hall planning including seating, retractable seating, operable partitions, stages/platforms, pre-function areas, control rooms, technical galleries, VIP and BOH/service areas.

4.5.2 Detailed Interior Design

- Interior layouts and fixed furniture.
- Floor, wall and ceiling finishes.
- Room elevations and detailed interior sections.
- Reflected ceiling plans.
- Lighting and electrical layouts.
- Flooring and finish schedules.
- Detailed joinery and fixed-element details.
- Acoustic-treatment integration.
- Signage and wayfinding integration.
- Accessibility requirements.
- Fire and life-safety coordination.
- Maintenance, cleaning and replacement requirements.

4.5.3 Detailed Structural Design

- Structural calculations and design basis reports.
- Foundation, substructure and RCC framing plans.
- Long-span and roof structures.
- Retaining structures and external works.
- RCC and structural steel details.
- Composite or precast design, where applicable
- Movement joints and façade interfaces.
- Rigging/suspended-load and equipment-support structures.
- Construction-stage structural considerations.
- structural drawings, schedules and specifications.
- Independent proof-checking/peer review of major structural designs including foundations, long-span systems, roofs, rigging supports and other critical elements by IIT/NIT or equivalent institution approved by OB&CC.
    i. *The proof checker's observations and the Consultant's responses shall be submitted to OB&CC.*
    ii. *All material observations shall be resolved before the relevant design is issued for tender or construction.*
    iii. *The cost of proof checking shall be included in the Accepted Consultancy Fee.*
    iv. *Proof checking shall not relieve the Consultant of responsibility for the adequacy, safety, accuracy or coordination of the structural design.*

4.5.4 Detailed MEPF Design

- HVAC and ventilation.
- Thermal zoning and occupancy-based controls.
- Electrical, DG/UPS and lighting.
- Emergency lighting.
- Water supply, plumbing and sewerage.
- Stormwater and drainage.
- Firefighting and fire alarm systems.
- Smoke extraction and pressurisation.
- Lift/escalator interfaces.
- Kitchen services.
- BMS/IBMS.
- Renewable energy and waste systems.

- External utility infrastructure.
- Calculations, schematics, SLDs, equipment schedules, controls and coordinated layouts.

4.5.5 Detailed Acoustic Design

- Room acoustics and acoustic calculations.
- Acoustic treatment and sound isolation.
- Operable-wall performance.
- Noise and vibration control.
- Acoustic material specifications;
- Mock-up and sample requirements; and
- Field-testing and acceptance criteria.

4.5.6 Detailed AV, ICT, Broadcast and Conference Systems Design

- System Architecture and Integration: Overall system architecture, functional descriptions, system integration and interoperability requirements, cybersecurity requirements, and associated performance requirements.
- Equipment, Room and Infrastructure Layouts: Equipment layouts, rack-room and control-room layouts, cable-routing and containment drawings, structured cabling and fibre backbone design, and associated power, cooling and earthing requirements.
- Audio-Visual and Display Systems: Display, projection and LED systems, microphones and sound-reinforcement systems, conference and delegate systems, simultaneous interpretation systems, and assistive-listening systems.
- Broadcast, Recording and Event Systems: Recording, production, broadcast and streaming systems, video-conferencing and hybrid-event systems, event-management and room-booking systems, digital signage and IPTV systems.
- Network and Connectivity Systems: LAN, Wi-Fi and network design, structured cabling, fibre backbone and all related connectivity and infrastructure requirements.
- Equipment Schedules and Performance Specifications: Detailed equipment schedules, technical specifications, performance specifications, system capacities and associated technical requirements necessary for procurement and implementation.
- Testing, Commissioning and Acceptance: Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) requirements, commissioning procedures, integrated system testing, performance-acceptance criteria and requirements for demonstrating compliance with the specified system performance.
- Training and Documentation: Training requirements and complete operation, maintenance, as-built, system and technical documentation necessary for operation, maintenance and future modification of the systems.

4.5.7 Detailed Stage, Theatre and Event Systems Design

- Stage Planning and Technical Infrastructure: Stage layouts and configurations, curtains, masking and track systems, catwalks, grids, technical galleries, rigging and suspension systems, and equipment-access and maintenance arrangements.
- Stage Lighting and Power Systems: Stage-lighting and control systems, stage-power distribution, and associated electrical and control requirements.
- Stage Management and Production Facilities: Stage-management and communication systems, backstage and performer-support facilities, and production and control-room requirements.
- Structural, Safety and Support Requirements: Structural loading and support requirements and coordinated fire and life-safety provisions applicable to stage, rigging, technical and performance areas.
- Equipment Schedules and Specifications: Detailed equipment schedules, technical specifications, capacities and performance requirements for all stage and theatre systems.
- Testing, Certification and Commissioning: Factory and Site testing, inspection, certification, commissioning, integrated system testing and performance-acceptance requirements for all stage and theatre systems.

4.5.8 Detailed Security and Access-Control Design

- Security Planning and Risk Management: Security-risk assessment and zoning plans, security classifications, perimeter-security measures, VIP/VVIP arrangements, secure-movement strategies, and hostile-vehicle mitigation measures, including bollards and barriers where justified.
- CCTV and Surveillance Systems: CCTV coverage plans, camera layouts and schedules, video-management systems, recording and storage requirements, and associated monitoring and surveillance infrastructure.
- Access, Screening and Accreditation Systems: Access-control systems, accreditation and credential interfaces, visitor management, baggage and vehicle-screening systems, and associated security screening infrastructure.
- Command, Communication and Security Operations: Command-and-control centre design, intrusion-detection systems, emergency communication interfaces, security monitoring and response systems, and associated operational requirements.
- Integrated Security and Building Systems: Integration and interoperability with fire and life-safety systems, ICT/network infrastructure, BMS/IBMS, event-management systems and other relevant Project systems, including system performance, availability and redundancy requirements.
- Testing, Commissioning and Acceptance: Testing, commissioning, integrated-system testing, performance verification and acceptance criteria for all security, surveillance, access-control and related systems.

4.5.9 Kitchen, Catering & F&B Design

- Production and banquet kitchens.
- Satellite pantries.
- Cold/dry storage.
- Receiving, waste and dishwashing areas.
- Staff and food-service circulation.
- Exhaust and ventilation.
- Gas/electrical services.
- Hygiene and fire-safety provisions.

4.5.10 Landscape, Site Infrastructure & Mobility

- Detailed landscape and public realm design.
- Grading, planting and irrigation.
- Landscape lighting and signage.
- arrival plazas and forecourts;
- outdoor-event and gathering spaces;
- street furniture;
- signage and wayfinding;
- internal roads;
- Roads, parking and pedestrian networks.
- Bus bays and drop-off areas.
- Service yards and loading docks.
- Stormwater and drainage.
- Utility corridors.
- EV charging infrastructure.
- Traffic-control and external signage elements.

4.5.11 BIM Coordination

- Maintain a federated BIM model through detailed design.
- Coordinate Architecture, Structure, MEPF, AV/ICT, stage systems, major equipment and landscape/site services.
- Undertake documented clash detection and resolution.
- Maintain coordinated model and discipline models prior to major tender/GFC issue.

4.5.12 DPR, Cost Estimates and GFC Documentation

The **Detailed Project Report (DPR)** shall include:

- Executive Summary and Project Background.
- Approved Master Plan and Functional Brief.
- Detailed design narratives.
- Design Basis Reports.
- Drawings and technical calculations.
- Statutory compliance documentation.
- Technical specifications.
- BOQ and detailed estimates.
- Rate analysis for non-schedule items.
- Implementation/construction programme.
- Procurement and package strategy.
- Phasing strategy.
- Environmental and social management provisions.
- Sustainability strategy.
- Risk Register.
- O&M requirements.
- Commissioning strategy.

Cost Estimate & Tender Documentation

- Detailed final cost estimate.
- Detailed BOQ.
- Item-wise specifications.
- Rate analysis for non-schedule/specialist items.
- Applicable customs duties, taxes, freight and installation costs
- Tender drawings and documentation.
- Applicable Odisha Schedule of Rates/Government schedules, wherever applicable.
- Market benchmarking and supporting quotations/rate justification for specialist items.
- Value-engineering options

Design Visualization

- Final detailed design views.
- 3D perspectives of interior and exterior spaces.
- Updated digital model.
- Rendered views and presentation material.
- Detailed walkthrough/animation, as required.

GFC / Construction Documentation

- Coordinated Good-for-Construction (GFC) drawings.
- Controlled drawing register.
- Revision and issue history.
- Discipline coordination status.
- Responses to RFIs and design clarifications.
- Approved design changes incorporated into drawings.
- Updated specifications, schedules and details.
- Final coordinated BIM model accompanying GFC documentation.

Deliverables for Stage 4

1. *Narrative report incorporating graphic diagrams and summary spreadsheet(s)*
2. *Prepare detailed design drawings including site plans, floor plans, typical elevation & sections, material palette for façade and floors ,accessibility, furniture, joinery and signage; incorporating the client's suggestions /feedback*
3. *The structural grid, vertical shafts, horizontal ducts, and location of all electro-mechanical services /back-ups needs to be coordinated on the floor plan, sections and elevations. All working levels need to be established, as per the contour profile of the site.*
4. *Prepare detailed structural drawings and calculations including foundations, framing, long-span structures, roof systems, RCC/steel details, movement joints, equipment supports, façade interfaces and other structural components.*
5. *Prepare statutory drawings and documents for approval from Town Planning authorities.*
6. *Preparation of Detail BOQ & cost estimate as per applicable Schedule of Rate (SoR).*
7. *Prepare estimate as per OPWD/applicable norms. The estimate shall also include the items which are not present in OPWD norms, on prevailing market rate along with justification and specification.*
8. *Material palette & broad specifications with sample images, etc.*
9. *List of applicable codes and standards.*
10. *Sketches/ Final schematic drawings of non-negotiable design elements such as urban furniture, lighting fixtures and art installations.*
11. *Detailed structural design shall be independently proof-checked/vetted by an IIT/NIT or any national institute of repute*
12. *Prepare detailed MEPF, HVAC, electrical, plumbing, drainage, firefighting, DG/UPS, lighting, BMS/IBMS, renewable energy and other building services designs, including design calculations, equipment schedules, schematics and fully coordinated drawings.*
13. *Prepare detailed Acoustic Design including room-acoustic calculations, acoustic treatment, sound isolation, noise/vibration control, operable-wall performance and applicable performance specifications.*
14. *Prepare detailed AV/ICT/Broadcast systems design including system architecture, equipment layouts, rack/control rooms, cable routing, displays, conferencing, interpretation, recording, streaming/broadcast and network systems.*
15. *Prepare detailed Stage/Theatre Systems design including stage lighting, stage power, rigging, catwalks, suspension points, curtains, control systems and technical galleries.*
16. *Prepare detailed Security and BMS/IBMS design including CCTV, access control, screening, command centre, intrusion detection, perimeter security and integrated building management systems.*
17. *Prepare detailed Kitchen, Catering and F&B design including production and banquet kitchens, satellite pantries, storage, receiving, waste, dishwashing, staff circulation, food-service routes, exhaust/ventilation and associated services.*
18. *Prepare detailed Landscape & Public Realm design including grading, planting, irrigation, hardscape/softscape, landscape structures, furniture, lighting, signage, open spaces and pedestrian areas.*
19. *Prepare detailed Traffic, Parking, Mobility and Site Infrastructure design including roads, parking, bus bays, drop-offs, service yards, loading docks, pedestrian networks, stormwater management, utility corridors, EV charging and traffic-control elements.*
20. *Detailed tender drawing set, sufficient to explain the overall scheme, use of materials, construction technology or typical detailed proposed, etc.*
21. *Detail Estimates and technical specifications of various items proposed in the design*
22. *Preparation and submission of final coordinated drawing/document register, revision history, schedules, specifications, BOQ, cost estimate, BIM model and other documentation required for Technical Approval and execution.*
23. *Preparation and issue of final DPR and complete Detailed Design/GFC documentation incorporating all Client comments, statutory requirements, specialist consultant inputs and approved revisions.*

4.6 Stage 5 – Tender Documentation and Procurement Assistance

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

4.6.1 Prepare tender drawings, specifications and schedule of quantities in detail to prepare final estimate of cost for Technical approval from Client. The tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

4.6.2 The Consultant shall prepare complete, coordinated and unambiguous technical specifications for all works, materials, equipment and systems.

For specialist systems, specifications shall be:

- performance-based where practicable;
- coordinated with architectural and engineering requirements;
- compatible across system interfaces; and
- written so as to avoid unnecessary proprietary restriction except where technically justified and permitted under procurement rules.
- For AV/ICT, acoustics, stage systems and other specialist equipment, the specifications shall define functional performance, interoperability, testing and acceptance criteria.

4.6.3 The Consultant shall identify whether specialist packages are warranted for items such as:

- AV/ICT;
- acoustics;
- stage/theatre systems;
- seating systems;
- BMS/IBMS;
- security/access control;
- kitchen/F&B equipment;
- façade systems;
- vertical transportation;
- lighting controls;
- landscaping; and
- other specialized works.

4.6.4 The Consultant shall prepare the appropriate bidding documents for selection of the Works Contractor(s)/Executing Agency(ies) under the procurement/package mode approved by OB&CC, based on the applicable Government of Odisha Standard Bidding Documents and other applicable procurement requirements. The Consultant shall present the tender document to "tender review committee" and incorporate the modifications suggested.

4.6.5 The Consultant shall also provide bid-process assistance, such as:

- reply to bidder queries;
- prepare corrigenda/addenda;
- attend pre-bid meetings;
- evaluate technical submissions when requested;
- assist in tender evaluation/clarifications;
- assist in finalisation of contract documents.

Deliverables for Stage 5

1. *Technical specifications, finishes, list of approved makes, Client's requirements documents for the purpose of floating a tender for appointment of contractor.*
2. *Conditions and Special Conditions of Contract inputs*
3. *Quality Assurance & Testing Requirements*
4. *BIM / Digital Deliverable Requirements*

5. *Testing & Commissioning Requirements*
6. *Detailed tender drawing set, sufficient to explain the overall scheme, Presentation of final Conceptual design, use of materials, construction technology or typical detailed proposed, updating/refining the Stage-2 model if directed by OB&CC.*
7. ***Tender document- Request for Proposal and Agreement on Govt. of Odisha Model***

4.7 Stage 6 – Construction Monitoring, Supervision & Contract Administration

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

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

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

Pre-Construction Phase

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

representatives.

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

Construction Phase

18. The Consultant shall discharge the duties delegated to it by the Employer in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
19. The Consultant shall issue all necessary instructions to the contractor in consultation with and as delegated by the Employer.
20. The Consultant shall check and control the work to ensure that it is carried out according to contract agreements.
21. The Consultant shall be responsible to perform all works necessary to supervise and monitor the construction of the projects mentioned exclusively in this RFP document and undertaken by OBCC as per the approved

drawings, plans etc. The Consultant shall work under the control and guidance of the Employer. In discharging such duties, the Consultant shall ensure accomplishment of construction works as per specifications and implementation program as mentioned in the respective contract agreements.

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

a daily basis:

a. Scanned copy of filled RFI (Request for Inspection) form including comment on 'Satisfactory /Unsatisfactory' nature of work completed by Contractor
b. Daily inspection report Proforma as provided in Annexure I
c. Readings of quality inspection tests witnessed by the Consultant
d. Minimum 6 high resolution photographs supporting the remarks made by the Consultant in RFI form

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

S No.	Section	Sub-Sections
1	**Project Overview** *(to be limited to 1 page)*	1.1 Salient Features of the Project
		1.2 Project Milestones
		1.3 Location Map
		1.4 Key Plan
2	**Project Progress**	2.1 Detailed Construction progress in current month along with photos – highlighting delays if any from the baseline schedule
		2.2 Detailed layout plan
		2.3 Current issues and recommended actions by Consultant 2.4 Delay analysis with specific responsibilities as per RACI project wise matrix
3	**Critical issues and Action Taken**	3.1 Pending issues and action log including details of all NCR's
		3.2 Obligations as per contract

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

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

f. Updated baselines for Scope, Cost and Schedule.
g. Consultant's mobilization proposal for the quarter
h. Documentation on Lessons Learnt including the causes of issues, reasoning behind the corrective action chosen.

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

39. If at any time during the Construction Period, the Consultant determines that the Contractor has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Employer forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof. In case of occurrence of such incidents & upon delegation by the Employer, the Consultant shall directly notify the contractor in accordance with provision of the respective contract.
40. For determining that the Works conform to Specifications and Standards, the Consultant shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Contractor's Agreement and in accordance with Good Industry Practice for quality assurance.
41. The Consultant shall submit a Construction Supervision Manual identifying project specific Quality Management Plan (QMP), Field Quality Assurance Plan (FQAP), Inspection and Test Plan (ITP) and Quality Matrix including the quality requirements and /or standards for the project and documenting how the project will demonstrate compliance. The Construction Supervision Manual shall provide necessary processes and metrics for Quality Management and shall include but not limited to the following:
    a. The quality standards that apply to the project, with reference to the technical specifications and codes
    b. Quality control, quality assurance and process improvement approaches for the project
    c. Quality control tools and techniques
    d. The responsibility chart/ matrix showing who will be involved in managing quality, when and what their specific duties will be
    e. The metrics that shall be used to measure quality
    f. Specific mentions about the parts of the projects or deliverables that will be measured and their time and frequency
    g. Check lists for inspection of material and processes
    h. Flow chatting of processes to detect potential quality problems
    i. Scope for periodically quality audit
    j. Balance the needs of the quality with scope, cost, time, resources, and risk
42. The start of Quality Management involves setting quality targets. The "Quality Assurance Process" and "Quality Control Process" shall be undertaken, to measure and report the actual quality of deliverables, as parts, phases, or complete project. As part of Quality Management, all quality issues shall be identified and resolved quickly.
43. The Consultant shall check 100 (hundred) percent of the quantity or number of tests or as directed by the Employer, prescribed for each category or type of test for quality control by the Contractor.
44. The timing of tests referred to in Clause 34 (above), and the criteria for acceptance/rejection of their results

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

45. In the event that results of any such tests conducted, establish any Defects or deficiencies in the Works, the Consultant shall require the Contractor to carry out remedial measures.
46. The Consultant, when delegated by the Employer, may instruct the Contractor to execute any work which is urgently required for the safety of the Project (Buildings or any other structure), whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of relevant Clause of Contractor's Agreement shall apply.
47. In the event that the Contractor fails to achieve any of the Project Milestones, the Consultant shall undertake a review of the progress of construction and identify potential delays, if any. If the Consultant shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Consultant shall review the same and send its comments to the Employer and the Contractor forthwith.
48. The Consultant shall obtain from the Contractor, on behalf of the Employer, a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to relevant clauses of Contractor's Agreement.
49. Consultant may recommend to the Employer for suspension of the whole or part of the Works if the work threatens the safety of the Users, pedestrians or public in general. After the Contractor has carried out remedial measures, the Consultant shall inspect such remedial measures forthwith and make a report to the Employer recommending whether or not the suspension hereunder may be revoked.
50. If the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Employer to inspect such works, the Consultant may inspect the suspended works, on behalf of the Employer within 3 (three) days of receiving such notice, and make a report to the Employer forthwith, recommending whether or not such suspension may be revoked by the Employer.
51. The Consultant shall be responsible for the overall Risk Management of the projects mentioned in this RFP document. This is a vital area of focus, as a part of overall project management. Risks affecting the project have to be identified and listed along with the analysis. The risk management shall include, but not be limited to the following:
    a. To identify and record the risks that shall affect the project and analyze the root cause of the risks;
    b. To categorize the risks as external, internal, technical, legal or unforeseen;
    c. To perform a qualitative analysis of the risks and rank them;
    d. To assess the likelihood of their occurrence, their urgency and potential impacts, give recommendations for overcoming the issues along with the time required for their solution to keep the project on schedule, cost and within scope;
    e. To plan responses for the risks, to avoid, transfer, mitigate or accept the risks;
    f. To get ready with contingency plans and fallback plans that would keep the project on track;
    g. To indicate the Employer regarding the Reserves for Schedule and Cost.
52. The Consultant shall have no authority to relieve the Contractor of any of their duties or obligations under

the contract or to impose additional obligations not included in the contract without sanction by the Employer. The Employer may from time-to-time delegate to the Consultant any of the duties and authorities vested with the Employer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

Supervision during Defect Liability Period

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

Assistance in Dispute Resolution

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

Determination of Costs and Time

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

Payments Certification

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

Act as "The Engineer" for the Project

61. Consultant shall act as "The Engineer" for all projects assigned to them by the Employer. Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference' and shall be fully responsible for supervising the Contractor's work, administering the works contract, certifying payments to the Contractor, issuing and evaluating variations to the contract, recommending extension of time, determining the Compensation events and any other tasks vested upon them in accordance with the provisions of the Contractor's Agreement and other schedules. The Consultant shall take prior approval of Employer in

writing, before officially issuing any document to the Contractor.

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

Deliverables for Stage 6

The Consultant shall submit, inter alia:

1. *Construction Supervision Plan*
2. *Approved Supervision Deployment Schedule*
3. *Reviewed Contractor's Project Quality Plan*
4. *Inspection and Test Plans*
5. *Reviewed Baseline Programme and Programme Reports*
6. *Shop Drawing and Contractor Submission Register*
7. *RFI Register*
8. *Material, Equipment, Sample and Mock-Up Register*
9. *GFC Drawing and Revision Register*
10. *BIM Coordination Reports and Issue Register*
11. *Inspection and Test Records*
12. *Non-Conformance Register and Corrective-Action Status*
13. *HSE Monitoring Reports and Observation Register*
14. *Monthly Progress Reports*
15. *Quarterly Progress Reports*
16. *Minutes of Meetings*
17. *Measurement and Interim Payment Recommendation Records*
18. *Quantity-Reconciliation Statements*
19. *Variation Register and Variation Assessments*
20. *Claims and EOT Review Reports*
21. *Design Intent Compliance Reports*
22. *Statutory Compliance Register*
23. *Master Testing and Commissioning Plan*
24. *System-Wise Testing and Commissioning Records*
25. *Integrated Systems Test Reports*
26. *Acoustic Performance Test Reports*
27. *AV/ICT, Stage and Specialist Systems Commissioning Reports*
28. *Mock-Event/Operational Readiness Report, where required*
29. *Snag and Punch Lists*
30. *Snag and Defect Closure Register*
31. *As-Built Drawing and BIM Review Reports*
32. *O&M Manual and Asset-Register Review Records*
33. *Training and Handover Records*
34. *Completion and Close-out Records*
35. *Updated Project Risk and Decision Registers*
36. *Completion/Close-out Records, and*
37. *such other reports and records as required by the Authority.*

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

The Consultant shall provide professional Services through testing, commissioning, Operational Readiness, statutory completion, handover, close-out and the specified Defects Liability Period support.

4.8.1 Before recommending Taking-Over/Handover, the Consultant shall inspect the Works and verify completion against the Contract, approved drawings, specifications and statutory requirements; identify and classify outstanding, defective or non-compliant Works; prepare a consolidated snag/punch list; verify closure of material NCRs and statutory conditions; confirm readiness for testing, commissioning, occupation and operation; identify outstanding documents and training; and submit a reasoned recommendation to OB&CC.

Final authority for Taking-Over shall remain with OB&CC unless otherwise delegated.

4.8.2 The Consultant shall coordinate, review and witness testing and commissioning of all building, MEP, fire and life-safety, electrical, vertical-transportation, BMS/IBMS, water and wastewater, renewable-energy, AV/ICT, broadcast, conference, acoustic, stage/theatre, security, kitchen, landscape and other Specialist Systems. The Consultant shall verify approved procedures, calibration, specified performance, test records, statutory inspections and rectification/retesting of failures, and ensure signed commissioning records are included in the handover documentation.

4.8.3 Where required by OB&CC, the Consultant shall coordinate and witness mock-event and Operational Readiness exercises covering representative visitor, traffic, security, accreditation, VIP/VVIP, conference, exhibition, AV/ICT, broadcast, F&B, stage, event-changeover, facility-management, emergency, evacuation and command-and-control scenarios. An Operational Readiness Report shall record the scenarios, deficiencies, corrective actions, responsibilities, target dates, verification and readiness recommendation.

4.8.4 The Consultant shall prepare, coordinate and follow up all documentation required for Completion and Occupancy Certificates and other applicable final statutory approvals, including fire, lifts, electrical, environmental, utilities, green-building and aviation/height approvals. The Consultant shall maintain records of applications, inspections, observations, corrective actions, conditions and approvals.

4.8.5 The Consultant shall review and verify complete as-built drawings, BIM models, room data, equipment schedules, asset registers, testing and commissioning records, statutory certificates, approved variations and other required handover records. Documentation shall accurately reflect the Works as executed, incorporate approved changes, be coordinated across disciplines and comply with the BIM Execution Plan and digital-handover requirements. Deliverables shall be provided in the formats prescribed by OB&CC. Such verification shall not relieve the Works Contractor of responsibility for its documents.

4.8.6 The Consultant shall review and ensure completeness and coordination of Project-specific O&M manuals, operating and emergency procedures, equipment manuals, maintenance schedules, asset registers, warranties, statutory certificates, spare-parts and special-tool lists, troubleshooting procedures, software licenses, backup procedures, vendor contacts, commissioning records and record drawings/BIM references.

4.8.7 The Consultant shall coordinate and witness training of OB&CC's personnel and/or nominated operator on all relevant building, MEP, fire, AV/ICT, BMS/IBMS, security, stage/theatre, kitchen, vertical-transportation, landscape and event-operation systems. Training shall include practical demonstrations, operating and emergency procedures, maintenance requirements and training records. Training shall be delivered by suitably qualified Contractors, manufacturers or system integrators and verified by the Consultant. Outstanding training shall be recorded as a handover item.

4.8.8 The Consultant shall verify closure of snags and NCRs, completion of testing and commissioning, statutory compliance, as-built/BIM/O&M documentation, warranties, licenses, spares, tools and training; review final Contractor submissions as required; prepare the Final Completion and Close-out

Report; recommend final completion within its delegated authority; and hand over all technical and Contract records to OB&CC.

4.8.9 During the Defects Liability Period, the Consultant shall undertake required inspections, review reported defects and performance failures, assess causes and responsibility, recommend and review rectification, witness retesting, monitor defect closure, maintain the Defect Register, conduct the final DLP inspection and advise OB&CC on completion of outstanding obligations. Continuous full-time deployment shall not be required unless expressly specified. DLP services within the original scope shall be included in the Accepted Consultancy Fee, while substantially additional deployment shall require prior written approval. Expiry of the DLP shall not relieve the Consultant of liability for its own errors, omissions or professional obligations.

Deliverables for Stage 7

1. *Commissioning Readiness Register*
2. *Substantial Completion/Taking-Over Inspection Report*
3. *Consolidated Snag and Punch List*
4. *Updated Snag and Defect Closure Register*
5. *System-Wise Testing and Commissioning Reports*
6. *Integrated Systems Testing Report*
7. *Acoustic Performance Test Report*
8. *AV/ICT, Broadcast and Conference Systems Commissioning Report*
9. *Stage, Theatre and Rigging Systems Commissioning Report*
10. *Fire and Life-Safety Integrated Test Report*
11. *Operational Readiness/Mock-Event Report*
12. *IGBC Platinum certification documentation*
13. *Completion and Occupancy Approval Documentation*
14. *Verified As-Built Drawing Set*
15. *Verified As-Built BIM Model*
16. *Final Equipment Schedules and Asset Register*
17. *O&M Manuals*
18. *Warranty, Guarantee and License Register*
19. *Spare Parts and Special Tools Register*
20. *Training Plan, Material and Completion Records*
21. *Final Measurement and Account Review, where required*
22. *Final Completion and Close-out Report*
23. *DLP Inspection Reports*
24. *Final Defect Closure Report*
25. *Complete Project Record Handover Index*

5. Timelines / Milestones for Deliverables

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

6. Teaming Arrangements

The Consultant shall deploy a multidisciplinary team of suitably qualified and experienced professionals for satisfactory performance of the Services. The team shall cover the complete assignment from planning and design through Construction Monitoring & Supervision, commissioning and handover.

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

A. List of Key Experts

Sl.No.	Position	Minimum Qualification	Minimum Years of Experience / Project-Specific Requirement
A1	Project Director / Team Leader	Degree in Architecture/Civil Engineering or equivalent; PG desirable	20 years; leadership of at least 2 major Convention/Exhibition/MICE/Large Public Assembly projects; multidisciplinary design and implementation experience
A2	Principal Architect	B.Arch.; Master's in Architecture/Urban Design/related field desirable;	20 years; principal design responsibility on at least 2 major Convention /MICE /Public Assembly projects
A3	MICE / Convention Planning & Operations Expert	Master's/professional qualification in MICE/Hospitality/Event Management/Architecture or equivalent	15 years; at least 2 major Convention/Exhibition projects involving functional programming, delegate flows, simultaneous events and event logistics

Sl.No.	Position	Minimum Qualification	Minimum Years of Experience / Project-Specific Requirement
A4	Resident Engineer / Construction Manager	BB.E./B.Tech. Civil; PG in Construction/Project Management desirable	15 years; at least 2 major building/public-assembly construction supervision assignments; strong contract-administration and QA/QC experience
A5	Principal Structural Engineer	M.E./M.Tech. Structural Engineering or equivalent	15 years; at least 2 long-span/Public Assembly/Convention structures
A6	MEP / Building Services Expert	Degree/PG in Mechanical/Electrical/Building Services Engineering	15 years; at least 2 major public-assembly/Convention projects
A7	Acoustics Expert	PG/professional qualification in Acoustics or equivalent	10 years; at least 2 Convention Centre/Auditorium/Public Assembly projects
A8	ICT / AV / Specialist Systems Expert	Degree in Electronics/ICT/AV/Electrical/Computer Engineering or equivalent	10 years; at least 2 major Convention/Exhibition/Public Assembly projects involving AV/ICT/integrated systems
A9	Quantity Surveyor / Contracts & Cost Expert	Degree in Civil Engineering/QS or equivalent	12 years; BOQ, costing, measurement, variations, claims and cost control on major projects

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

B. Non-Key Specialists / Experts – As Required

Sl.No.	Specialist	Minimum Years of Experience
B1	Fire and Life-Safety Expert	12 years
B2	Landscape Architect	12 years
B3	Traffic and Mobility Planner	10 years
B4	Sustainability/Green-Building Expert	10 years
B5	BIM Manager/Digital Coordination Expert	10 years
B6	Planning and Controls Expert	10 years
B7	Stage/Theatre and Rigging Systems Expert	10 years
B8	Kitchen and Food-Service Planning Expert	10 years
B9	Security and Access-Control Expert	10 years
B10	Architectural and Performance Lighting Designer	10 years
B11	Vertical Transportation Expert	10 years
B12	Façade and Roofing Expert	10 years
B13	Geotechnical Expert	10 years
B14	Testing and Commissioning Manager	12 years
B15	Wayfinding and Signage Expert	10 years
B16	Environmental Expert	10 years
B17	ICT/Cybersecurity Specialist, where separately required	10 years

Sl.No.	Specialist	Minimum Years of Experience
B18	Hotel/Hospitality Planning Expert, where the hospitality component is approved	10 years
B19	Interior Designer	10 years

C. Supporting Site Supervision Personnel

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

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

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

6.2 Supervision Team Arrangement

The Key Experts and supporting personnel required for Construction Monitoring & Supervision may be provided:
(a) directly by the Consultant/shortlisted Consortium/JV from its own qualified resources;
(b) through an approved Specialist Supervision Sub-Consultant; or
(c) through an approved Additional Supervision Member admitted as the third member of the Consortium/JV in accordance with Section:2 of RFP.

Where option (b) or (c) is adopted, the proposed specialist supervision entity shall have successfully completed/ substantially completed **at least two Construction Supervision/PMC assignments for comparable convention, exhibition, hospitality, institutional, commercial or other major building/infrastructure projects, each having a minimum project cost of ₹400 crore.**, in accordance with the eligibility provisions of Section:2 of RFP.
Engagement of such entity shall not dilute or transfer the responsibility of the Consultant and Lead Member under the Contract.

7. Expected schedule for completing the assignment

The deliverables up to stage 5 have been defined in clause 5 above.

8. CONSULTANCY FEE AND PAYMENT TERMS:

8.1 General

8.1.1 The Consultant shall quote a lump-sum amount as Total Consultancy Fee in INR, exclusive of GST, covering all professional services, personnel, specialist inputs, surveys and investigations, supervision, travel, communication, equipment, documentation, meetings, digital deliverables and all other costs

necessary for satisfactory performance of the Services. GST shall be payable separately at the applicable statutory rate.

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

8.1.3 For Financial Proposal and payment purposes, the fee shall comprise:

a. FIN-1 — Lump-Sum Consultancy Fee for the complete original Scope; and

b. FIN-2 — Rates for Extended Construction Supervision, applicable only where expressly provided.

8.1.4 The Consultancy Fee shall comprise two principal components:

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

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

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

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

8.2 Distribution of Consultancy Fee

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

Stage	Services / Milestone	Percentage of Total Consultancy Fee
Stage 1	**Inception, Baseline Studies, Functional Programming and Concept Master Plan**	10%
Stage 2	**Schematic Design, Integrated Engineering & Specialist Systems Development**	10%
Stage 3	**Statutory Approvals And Compliance**	5%
Stage 4	**Detailed Design, DPR, Cost Estimates And GFC Documentation**	20%
Stage 5	**Tender Documentation & Procurement Assistance**	10%
Stage 6	**Construction Monitoring, Supervision & Contract Administration**	35%
Stage 7	**Testing, Commissioning, Completion, Handover & Defects Support**	10%
	TOTAL	**100%**

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

8.3 Payment for Stages 1 to 5

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

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

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

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

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

8.4 Payment for Stage 6 – Construction Monitoring & Supervision

8.4.1 Stage 6 Fee Components

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

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

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

8.4.2 Monthly Deployment and Performance Component

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

The monthly amount shall ordinarily be:

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

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

a. deployment of the approved Resident Engineer and Construction Manager;
b. deployment of supporting personnel appropriate to the active work fronts;
c. adequate site supervision and inspection;
d. timely issue of GFC drawings and design clarifications;
e. timely review of Contractor submissions;
f. implementation of QA and QC procedures;
g. maintenance of inspection and testing records;
h. measurement and payment-verification services;

i. progress monitoring and reporting;
j. identification and reporting of defects, delays and risks;
k. review of variations, claims and extension-of-time matters;
l. maintenance of the PMIS and required registers; and
m. satisfactory performance of the other Stage 6 obligations.

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

8.4.3 Physical-Progress-Linked Component

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

The cumulative physical-progress payment shall be calculated as:

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

For example:

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

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

8.4.4 Determination of Physical Progress

Before commencement of construction, the Consultant shall prepare, in consultation with the Works Contractor, a **Physical Progress Measurement and Weightage Matrix** for approval of the Authority.

The Matrix may include:

a. civil and structural Works;
b. architectural Works and finishes;
c. façade and roofing;
d. MEPF systems;
e. landscape and site infrastructure;
f. acoustic Works;
g. AV and ICT systems;
h. stage and theatre systems;
i. security and BMS or IBMS;
j. kitchen and food-service Works; and
k. testing and commissioning.

The aggregate weightage shall be 100%.

Physical progress shall mean satisfactorily executed and accepted physical work and shall not be determined merely by financial expenditure.

8.4.5 Items Excluded from Physical Progress

Unless otherwise accepted by the Authority, the following shall not by themselves constitute physical progress:

a. mobilization advance;
b. secured advance;
c. price escalation;
d. taxes and statutory levies;
e. expenditure not corresponding to executed physical work;
f. materials merely ordered;
g. materials not delivered or accepted for incorporation into the Works;
h. defective or rejected work; and
i. incomplete work not satisfying the applicable measurement criteria.

8.4.6 Withholding of Supervision Payment

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

Such deficiencies may include:

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

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

8.4.7 Delay or Extension of Construction Period

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

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

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

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

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

8.5 Payment for Stage 7 – Completion, Commissioning and Handover

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

The detailed release may be structured as follows:

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

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

8.6 Payment Certification

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

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

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

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

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

8.7 Extended Construction Supervision

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

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

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

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

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

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

8.8 Specialist Supervision Sub-Consultant / Additional Consortium Member

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

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

8.9 Taxes and Statutory Fees

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

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

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

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

8.10 No Automatic Fee Enhancement Due to Increase in Project Cost

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

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

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

8.11 No Double Payment

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

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

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

8.12 Final Payment

Final payment under the Consultancy Agreement shall be subject to:

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

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

SECTION: 4
Technical Proposal Submission Forms

TECH-1

FORMAT FOR COVERING LETTER

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

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

Ref: Selection of Consulting firm for Master Planning & Detailed Project Report for "Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar".

Sir/Madam,

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

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

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

12. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Proposal, I/we hereby represent and confirm that my/our Proposal is unqualified and unconditional in all respects.
13. We confirm that our Proposal covers the complete Services for the work-"Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar"., including Construction Monitoring & Supervision, completion, commissioning and handover.
14. The admission of the Additional Supervision Member shall not alter the Lead Member identified and accepted at the EOI stage.

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Date ……..

TECH-2

BIDDER'S PROFILE AND STATUS

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

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

.....
Signature of the Authorized Person

.....
Name of the Authorized Person

Date ……..

TECH-3

DETAILS FOR SUBMISSION OF PROPOSED MASTER PLAN AND CONCEPT DESIGN AND DEVELOPMENT VISION FOR THE WORLD-CLASS CONVENTION CENTRE

The Bidder shall submit a concise but comprehensive Concept Proposal demonstrating its understanding of the Project and its proposed planning, architectural, operational and technical approach.

A. Project Vision and Design Philosophy

The Bidder shall describe:

1. overall vision for the Convention Centre;
2. architectural identity and contextual response to Odisha/Bhubaneswar;
3. principles of flexibility, functionality and operational efficiency;
4. sustainability and lifecycle approach;
5. strategy for future expansion.

B. Master Plan

The Concept Master Plan shall illustrate:

- land use and zoning;
- Convention/Plenary facilities;
- exhibition facilities;
- banquet/event facilities;
- hospitality/ancillary areas where proposed;
- arrival/forecourt;
- landscape and public realm;
- parking;
- service/loading zones;
- utility/infrastructure zones;
- road hierarchy;
- pedestrian circulation;
- VIP/VVIP movement;
- service circulation;
- future expansion.

C. MICE Functional Planning

The Bidder shall demonstrate:

- indicative 4,000-seat Plenary Hall arrangement;
- divisible meeting facilities;
- exhibition planning;
- banquet/multipurpose event capability;
- breakout rooms;
- pre-function and registration;
- organiser facilities;
- media facilities;
- VIP/VVIP facilities;

- simultaneous-event operation;
- delegate/public/exhibitor/service segregation;
- event setup and changeover;
- loading/storage/logistics;
- kitchen and catering movement.

D. Architectural Concept

The submission shall include:

- architectural plans;
- key sections;
- elevations;
- massing;
- principal internal spatial concepts;
- façade/material approach;
- arrival/forecourt concept;
- principal public interiors;
- design character of major halls.

E. Engineering and Specialist Systems Concept

The Bidder shall demonstrate at concept level:

- structural system / long-span strategy;
- MEP approach;
- HVAC strategy;
- fire/life safety;
- acoustics;
- AV/ICT;
- stage/theatre systems;
- BMS/IBMS;
- security;
- sustainability systems;
- BIM/digital coordination strategy.

F. Traffic, Parking and Service Logistics

Include:

- access/egress;
- peak-event traffic concept;
- parking;
- bus/taxi/VIP drop-off;
- loading;
- emergency access;
- pedestrian movement;
- service circulation.

G. Operational Readiness Concept

The Bidder shall briefly explain its approach to:

- testing;
- commissioning;
- integrated systems testing;
- acoustic testing;
- mock-event readiness;
- operator training;
- handover.

H. Implementation and Constructability

Include:

- proposed construction/phasing approach;
- major constructability considerations;
- procurement/package concept;
- major long-lead systems;
- cost-control/value-engineering approach.

Concept Model:

The Bidder shall provide one physical Concept Model of the overall Convention Centre development, supported by digital 3D visualisation / walkthrough.

The model shall be evaluated for design communication and planning clarity, not for fabrication cost or craftsmanship.

Mandatory digital visualisations

Require representative views of:

- overall site;
- main arrival/forecourt;
- Plenary Hall;
- exhibition hall;
- major pre-function space;
- banquet/event area;
- service/BOH relationship;
- landscape/public realm.

The Concept Proposal and Concept Model submitted at RFP stage are intended for technical evaluation and shall not constitute the final approved design. The Selected Consultant shall further develop, revise and optimize the concept after award in accordance with the Terms of Reference and directions of OB&CC.

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

TECH-4

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

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

POWER OF ATTORNEY

Whereas Odisha Bridge & Construction Corporation Limited (OB & CC) (the "Authority") has invited proposals from shortlisted firms for Selection of Consulting firm for Master Planning & Detailed Project Report for "Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar"." the "Project")

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____having our registered office at_____ , and_____ having our

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

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

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

For_____

(Signature)

_____

(Name & Title)

For_____

(Signature)

_____

(Name & Title)

Witnesses:

1.

2.

_____

(Executants)

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

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

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

TECH - 5

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by the Bidder and its Consortium/JV Members/Sub-Consultants which are of conflicting nature as mentioned in Sr15 of Section 2: [Information to the Bidder] and under Eligibility Criteria Sl.No.(2)

If yes, please furnish details of any such activities.

If no , please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that the Bidder and its Consortium/JV Members/Sub-Consultants is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Sr15 of Section-2 and under Eligibility Criteria: Sr.2

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

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

Communication Address of the Bidder:

TECH -6

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

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

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

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

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

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

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

TECH -7

DESCRIPTION OF APPROACH, METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

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

Understanding of Scope, Objectives and Completeness of response

Please explain:

A. Understanding of Project Vision and Objectives
B. Integrated Master Planning Approach
C. MICE Functional Planning and Operational Strategy
D. Architecture, Landscape and Public Realm Approach
E. Visitor Experience, Accessibility and Event-Experience Strategy
F. Mobility, Infrastructure, Sustainability and Building-Performance Strategy
G. Engineering, Specialist Systems and Multidisciplinary Coordination Methodology
H. Design Development, DPR and Tender Documentation Methodology
I. Statutory Approval Strategy
J. Construction Monitoring & Supervision Methodology
K. QA/QC and Contract Administration Methodology
L. Project Management, Coordination and Communication
M. Risk Management
N. Work Programme and Deployment

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH - 8

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position:

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

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

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

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

8. Nationality :

9. Education :

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

10. Membership in Professional Associations:

11. Other Trainings :

12. Countries of Work Experience:

13. Languages :

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

14. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since

graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in last ten years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]

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

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

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

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

Certification:

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

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 9

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

Week 1 through Week 36, showing:

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

.

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

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

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

TECH-9B – Construction Supervision Deployment Programme

Linked to:

M0 = commencement date of relevant Works Contract

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 10

Key Personnel Deployment Schedule

Expert
Design Phase
Tender Phase
Supervision Phase
Total Man-Months

NB- Information on all key personnel to be given

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 11

Supervision Arrangement

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

Provide entity details.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 12

Experience of Supervision Specialist

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

I/We declare that we have completed -----numbers of **qualifying Construction Supervision/PMC assignments for comparable convention, exhibition, hospitality, institutional, commercial or other major building/infrastructure projects, each having a minimum project cost of ₹400 crore.**

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 13

Declaration of Continued EOI Eligibility

I/We certify that:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION: 5

Financial Proposal Submission Forms

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

FIN–1: Financial Proposal Covering Letter

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

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

Ref: Selection of Consulting firm for Master Planning & Detailed Project Report for "Development of a world-class Convention Centre near OMFED Campus at Bhubaneswar".

Sir/Madam,

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

We confirm that:

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

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

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FIN-2 – Schedule of Rates for Extended Supervision

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

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

Personnel Category	Monthly Rate (₹)
Key Personnel	
Project Director / Team Leader	
Principal Architect	
MICE / Convention Planning & Operations Expert	
Resident Engineer / Construction Manager	
Principal Structural Engineer	
MEP / Building Services Expert	
Acoustics Expert	
ICT / AV / Specialist Systems Expert	
Quantity Surveyor / Contracts & Cost Expert	
Support Staff	
Assistant Resident Engineer – Civil	
Site Engineer – Civil	
Site Engineer – MEP	
Site Engineer – Landscape	
Quantity Surveyor / Billing Engineer	
QA/QC Inspector	
Safety Officer	
Surveyor	
Document Controller / MIS Coordinator	

NB:

1. Rates shall include remuneration, overheads, profit, travel, accommodation, local transport, communication and all incidental costs, but shall exclude GST where payable separately.

2. The aggregate monthly remuneration payable for supervision personnel deployed during any approved extension, calculated using the quoted man-month rates and the approved deployment, shall not exceed the monthly ceiling determined by dividing the supervision services component of the quoted lump-sum Consultancy Fee by the original construction period expressed in months. GST, where payable separately, shall be excluded from both the remuneration and the ceiling.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION: 6

ANNEXURES

Annexure – I

Bid Submission Checklist

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	EOI Shortlisting Letter		
4.	Bid Processing Fee of Rs. 11,800/- paid online		
5.	Rs. 32,00,000 /- paid online as EMD		
6.	Copy of Certificate of Incorporation / Registration of the Bidder		
7.	General Details of the Bidder (TECH - 2)		
8.	Details For Submission Of Proposed Master Plan And Concept Design (TECH-3)		
9.	Power of Attorney in favour of the person signing the bid on behalf of the bidder. (TECH - 4)		
10.	Self-Declaration on Potential Conflict of Interest (TECH -5)		
11.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
12.	Comments and Suggestions (TECH – 6)		
13.	Description of Approach, Methodology & Work Plan (TECH - 7)		
14.	CV of Key Professionals (TECH – 8)		
15.	Work Plan (TECH – 9)		
16.	Continued Eligibility Declaration – TECH-13		
17.	Supervision Arrangement – TECH-11		
18.	Supervision Specialist Credentials – TECH-12		
19.	Consortium/JV Agreement		

20.	Supplementary JV Agreement for third member, where applicable		
21.	Letter/Agreement with Specialist Supervision Sub-Consultant		
22.	CV/deployment schedule		

Undertaking:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Managing Director,

Odisha Bridge and Construction Corporation Limited,

Vikash Bhawan, Nayapalli,

Bhubaneswar- 751012, Odisha

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

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

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

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

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

ANNEXURE-III

UNDERTAKING BY SHORTLISTED BIDDER

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

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

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

.....
Signature of the Authorized Person

Date ……..

SECTION: 7

STANDARD FORM OF CONTRACT

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

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions

2. Commencement, Completion, Modification and Termination of Contract

3. Obligations of the Consultant

4. Consultants' Personnel and Sub-Consultants

5. Obligations of the Employer

6. Payments to the Consultant

7. Fairness and Good Faith

8. Settlement of Disputes

9. Liquidated Damages

10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates in Foreign Currency

Appendix E - Duties of the Employer

CONTRACT FOR CONSULTANTS' SERVICES

Between

Odisha Bridge and Construction Corporation Limited

And

[name of the Consultant]

Dated:

I. Form of Contract

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

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

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

WHEREAS

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

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

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

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

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices:

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

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

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

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

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

Signed by -----

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

In presence of (Witnesses)

(ii)

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

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

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

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

4. [Name of member]

[**Authorized**

Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

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

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

d) "Day" means calendar day.

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

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

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

h) "Government" means the Government of Odisha

i) "Local Currency" means Indian Rupees.

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

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

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

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

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

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

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

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

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

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

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

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

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

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

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

pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

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

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

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

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

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

1.10.2 Measures to be taken by the Employer

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

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

2.6 **Modifications or Variations:**

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

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

2.7 Force Majeure

2.7.1 Definition

a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and

which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

b. Force Majeure shall not include

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

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

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

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

2.7.3 Measures to be Taken:

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

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

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

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

i. demobilize, or

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

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

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

2.9 Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date

of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

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

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

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

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

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

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

preparation or implementation of the project.

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

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

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

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

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

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

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

replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

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

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

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

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

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

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

4.2 **Description of Personnel:**

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

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

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

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

4.4 Removal and/or Replacement of Personnel:

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

b. If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's written request specifying

the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

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

4.5 **DELETED**.

5. OBLIGATIONS OF THE "EMPLOYER"

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

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

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

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

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

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

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

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

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

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

5.5 Counterpart Personnel:

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

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

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

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

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

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

a. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC13.

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

c. Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

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

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

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

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

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

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

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

7. FAIRNESS AND GOOD FAITH

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

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

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

8. SETTLEMENT OF DISPUTES

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

8.2 **Arbitration:** Deleted

8.3 Deleted

8.4 Deleted

9. Liquidated Damages

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

a. Deleted

b. Deleted

10. Miscellaneous provisions:

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

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

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

iv. Each member/constituent of the Contractor/Consultant, in case of a consortium, shall

be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

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

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

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

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

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

II. Special Conditions of Contract :

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

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

		2, Consultant : Attention : Facsimile :
		Service of notices In addition to the modes permitted under GCC Clause 1.5: 1. a notice may be transmitted by registered post, speed post, hand delivery, authorised e-mail or the approved electronic document-management system; 2. notices relating to termination, suspension, material default, invocation of security, Change in Scope or dispute shall be delivered by registered post, speed post or hand delivery and may additionally be transmitted by authorised e-mail; 3. routine Project communications, submissions, review comments, meeting notices, site instructions, progress reports and coordination correspondence may be transmitted through authorised e-mail or the approved document-management system; 4. communications relating to archaeological discoveries, damage or potential damage to a protected structure, public safety or any other emergency may initially be communicated through the fastest available means, but shall be confirmed in writing within 24 hours; and 5. any change in an address or authorized e-mail shall become effective only upon receipt of written notice by the other Party.
2.	1.7	Where the Consultant consists of more than one entity, the Lead Partner/Lead Member shall be: [Insert the name of the original Lead Member shortlisted at the EOI stage] The Lead Member shall be irrevocably authorized to act on behalf of all Consortium/JV Members in exercising the Consultant's rights and performing its obligations under the Contract, including: 1. receiving instructions and notices from the Employer; 2. submitting reports, surveys, drawings, designs, estimates, tender documents, invoices and other Deliverables; 3. coordinating all Consortium/JV Members, Key Personnel, Specialist Experts, subconsultants and site-supervision personnel; 4. receiving payments on behalf of the Consultant; 5. representing the Consultant in meetings and contractual correspondence; 6. making applications for extension of time or Change in Scope; 7. responding to notices of default; 8. signing certificates, recommendations and contractual communications

		within the authority conferred under the Contract; and 9. taking all actions necessary for complete and integrated performance of the Services. All original Consortium/JV Members and any approved Additional Supervision Member shall remain jointly and severally liable to the Employer for complete performance of the Contract. The Lead Member shall remain unchanged throughout the Contract Period unless a change is expressly approved in writing by the Employer in exceptional circumstances and in accordance with Applicable Law. No internal agreement among the Consortium/JV Members shall limit: 1. the authority of the Lead Member; 2. the joint and several liability of the Members; 3. the obligations of any Member under the Contract; or 4. the Employer's rights and remedies. Where the Consultant is a single entity, this SCC Clause shall be deleted before execution of the Contract.
3.	1.8	The Authorized Representatives are: For the "Employer": The Employer may nominate separate officers or committees for: 1. technical and design review; 2. MICE Development strategy review; 3. contract administration; 4. review of cost estimates and tender documents; 5. site coordination and supervision; 6. certification of payments; and Such nomination shall not authorize an officer or committee to amend the Contract, approve additional remuneration or waive a contractual obligation unless that authority has been expressly delegated in writing. For the Consultant: The Project Director/Team Leader shall: 1. act as the single point of professional and technical responsibility for the Services; 2. coordinate all planning, design, DPR, tendering, supervision, commissioning and handover services; 3. coordinate the work of all Consortium/JV Members, Key Personnel, Specialist Experts and subconsultants; 4. ensure timely deployment of the accepted personnel; 5. authenticate all principal Deliverables; 6. attend review meetings whenever required by the Employer;

		7. ensure implementation of quality-assurance and document-control systems; 8. ensure compliance with statutory requirements; and 9. remain available throughout the Contract Period in accordance with the accepted deployment schedule. Replacement of the Project Director/Team Leader shall be permitted only in accordance with the Contract and with the Employer's prior written approval.
4.	2.1	The effectiveness conditions are the following: The Contract shall become effective on the date of the Employer's written Notice to Proceed confirming that the following conditions have been fulfilled: 1. the Contract has been duly executed by the Employer and Consultant and, where applicable, by all Consortium/JV Members; 2. the Consultant has furnished the Performance Security for 5% of the Accepted Consultancy Fee in the prescribed form; 3. the Consultant has furnished evidence of the insurance required under SCC Clause 9; 4. the Consultant has submitted the final Consortium/JV Agreement and any approved Supplementary Consortium/JV Agreement; 5. where applicable, the Consultant has submitted the executed agreement with the approved Specialist Supervision Subconsultant; 6. the accepted Key Personnel remain available and have confirmed their deployment; 7. the Consultant has nominated its Project Director/Team Leader and Authorized Representative; 8. the Consultant has submitted the documents required for execution and commencement of the Contract; and 9. every other effectiveness condition stated in the Letter of Acceptance has been fulfilled. The Employer may waive or defer a non-material effectiveness condition by written notice. Such waiver or deferment shall not release the Consultant from fulfilling that condition within the period subsequently specified by the Employer.

		No mobilization, preparatory work, site visit or other expense incurred before the Effective Date shall entitle the Consultant to payment unless the Employer has expressly authorized the activity in writing.
5.	2.2	The period within which the Contract shall become effective shall be **Sixty days from the date of execution of the Contract, unless extended by written agreement of the Parties.** If the Contract does not become effective within that period due to the Consultant's failure to fulfil an effectiveness condition: 1. the Employer may exercise its rights under GCC Clause 2.2; 2. the Employer may take action concerning the Bid Security or Performance Security in accordance with the RFP, the Contract and Applicable Law; and 3. the Consultant shall not be entitled to payment, reimbursement or compensation for mobilization, preparatory work or any other expenditure. Where failure to achieve effectiveness is attributable solely to the Employer, the Consultant's remedies shall be limited to those expressly available under the GCC.
6.	2.3	The Consultant shall commence the Services within **seven days after the Effective Date, or on such other date as specified in the Employer's Notice to Proceed.** Within the first seven days after commencement, the Consultant shall: 1. mobilize the Project Director/Team Leader and the core inception team; 2. establish Project communication, reporting and document-control protocols; 3. submit the detailed mobilization and inception programme; 4. submit the initial information and data-requirement register; 5. commence verification of the sites, existing structures, available records and Project information; 6. commence the required surveys, investigations and condition assessments; 7. prepare the stakeholder-consultation programme; 8. submit the initial statutory approval matrix identifying the approvals, permissions from local authorities and other competent agencies; 9. commence MICE functional programming; and 10. commence preparation of the Inception Report. Failure to mobilize the accepted core team within the stipulated period, for reasons attributable to the Consultant, shall constitute delay by the Consultant.
7.	2.4	Unless terminated earlier in accordance with the GCC, the Contract shall remain in force until completion of all Services and contractual obligations, comprising:

		1. Stages 1–5: 36 weeks from the Commencement Date; 2. Stage 6: the actual construction period of the respective Works Contracts, including completion, testing and rectification activities at all Project nodes; 3. Stage 7: completion, testing, commissioning, operational readiness and handover; 4. assistance required during the Defects Liability Period; 5. submission and acceptance of all final records, as-built information, BIM models, operation and maintenance documentation, completion reports and other closing Deliverables; and 6. discharge of all continuing obligations under the Contract. The expiry of an estimated or anticipated construction period shall not automatically terminate the Consultant's obligations. Where the Works at different Project nodes or under different Works packages commence or finish at different times, the Consultant shall continue to provide the Services required for each active package in accordance with the Contract. The Consultant shall continue to perform the Services until: 1. all required completion and handover obligations have been fulfilled; 2. all final Deliverables have been submitted and accepted; 3. the required Defects Liability Period services have been completed; and 4. the Employer has issued written confirmation of completion of the Consultancy Services. Any entitlement to remuneration for Extended Supervision shall be determined exclusively under the relevant SCC clause and the rates stated in Form FIN-2. An extension of the Contract Period shall not, by itself, create an automatic entitlement to additional remuneration.
8.	3.4	**Limitation of the Consultants' Liability towards the "Employer"** Subject to the exclusions specified below, the Consultant's aggregate liability to the Employer arising out of or in connection with the Contract shall not exceed: **Two times the Accepted Consultancy Fee, excluding GST.** This limitation shall apply collectively to all claims arising under or in connection with the Contract, whether such claims arise in contract, tort, negligence, breach of statutory duty or otherwise. **8.1 Exclusions from limitation** The limitation of liability under this Clause shall not apply to liability arising from: 1. fraud, fraudulent practice or deliberate misrepresentation; 2. corrupt, collusive, coercive or obstructive practice; 3. gross negligence, willful misconduct or reckless disregard of professional obligations; 4. death or personal injury; 5. infringement of intellectual property rights; 6. breach of confidentiality or unauthorized disclosure of data; 7. failure to account for or repay money belonging to the Employer;

8. abandonment of the Services;
9. liability that cannot lawfully be limited;
10. amounts recoverable under an insurance policy maintained or required to be maintained under the Contract; or
11. any liability expressly stated in the Contract to be outside the limitation.

8**.2 Joint and several liability**

Where the Consultant consists of a Consortium/JV:

1. the liability ceiling stated in this Clause shall apply collectively to the Consultant and shall not constitute a separate liability ceiling for each Member;
2. all Consortium/JV Members, including any approved Additional Supervision Member, shall remain jointly and severally liable to the Employer for complete performance of the Contract; and
3. no arrangement among the Members or with any subconsultant shall limit or prejudice the Employer's rights under the Contract.

Engagement of a Specialist Expert, Specialist Supervision Subconsultant or any other subconsultant shall not relieve the Consultant or any Consortium/JV Member of responsibility for the Services.

8.3 Errors, omissions and deficiencies

The Consultant shall, at its own cost and without avoidable delay, correct any error, omission, inconsistency, lack of coordination or other deficiency in its Services or Deliverables, including any deficiency in:

1. surveys, investigations and condition assessments;
2. design proposals, specifications and method statements;
3. architectural, structural, civil, electrical, mechanical, landscape or public-health designs;
4. functional planning, space planning and MICE operational requirements, including capacities, utilization scenarios, simultaneous and independent event operations, circulation, registration, pre-function, exhibition, banquet, breakout and support facilities;
5. architectural, structural, civil, landscape, electrical, mechanical, HVAC, plumbing, public-health, fire and life-safety designs, including all associated calculations, specifications and technical documentation;
6. specialist MICE systems and facilities, including stage engineering, rigging, performance lighting, acoustics, audiovisual, broadcast, interpretation, conferencing systems, ICT, Wi-Fi, security, surveillance, access control, BMS, kitchen and food-service systems, vertical transportation, façade and specialist lighting;
7. universal accessibility, visitor circulation, wayfinding, signage, security and life-safety provisions, including delegate, VIP, organiser, media, staff, service and emergency movement requirements;
8. drawings, BIM models, design calculations, specifications, room data sheets, schedules, estimates, quantity take-offs, Bills of Quantities, cost plans, DPR and tender/contract documentation;
9. statutory approvals, regulatory submissions, compliance documentation and authority responses, including any revisions or resubmissions required due to deficiencies attributable to the Consultant;

10. multidisciplinary coordination and interface management, including coordination between architectural, engineering, landscape, specialist MICE systems, external works, utilities, equipment, vendors and other Project interfaces;
11. design changes, Client comments, technical clarifications, value-engineering proposals and approved revisions, including timely incorporation into all affected drawings, specifications, schedules, BIM models and other Deliverables;
12. site instructions, inspections, measurements, certifications and supervision records; and
13. testing, commissioning, completion and handover documentation.

The Consultant's internal expenditure on reperformance or correction of its Services shall not be treated as a claim against, or reduction of, the liability ceiling.

Where an error, omission or deficiency attributable to the Consultant results in loss or additional cost to the Employer, the Employer's rights shall be governed by the Contract and Applicable Law.

8.4 Correction of construction consequences

Where an error, omission or deficiency in the Consultant's Services results in defective, abortive or additional Works, the Consultant shall:

1. immediately notify the Employer upon becoming aware of the matter;
2. investigate and identify its cause and consequences;
3. prepare, at its own cost, all revised designs, drawings, specifications, estimates and remedial proposals required to correct the deficiency;
4. obtain the necessary statutory approvals for the proposed corrective measures;
5. provide the professional and supervision services required for implementation of the corrective measures; and
6. reimburse or indemnify the Employer against the resulting loss or additional cost to the extent determined under the Contract and Applicable Law.

8.5 No limitation upon obligation to perform

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

1. complete unfinished Services;
2. correct defective or unacceptable Deliverables;
3. replace personnel who are unavailable, unsuitable or whose performance is unsatisfactory;
4. provide professional services omitted from its Deliverables but included in the original Scope of Services;
5. coordinate and reconcile Deliverables prepared by different Consortium/JV Members, experts or subconsultants;
6. provide revised documents required for securing statutory approvals where the revision is necessitated by a deficiency attributable to the Consultant;

		7. rectify improper documentation, recording or supervision of construction works; or 8. fulfil its continuing obligations relating to construction supervision, testing, commissioning, handover and Defects Liability Period support. **8.6 Employer's review or approval** Review, comment, approval, acceptance or absence of comment by the Employer or any statutory authority shall not: 1. transfer the Consultant's professional responsibility to that authority; 2. constitute verification of the technical accuracy or completeness of the Consultant's work; 3. relieve the Consultant from responsibility for its Services or Deliverables; or 4. prevent the Employer from subsequently requiring correction of an error, omission, inconsistency or deficiency. **8.7 Employer-provided information** The Consultant may rely upon information supplied by the Employer or another Government agency only to the extent that such reliance is reasonable for a competent professional consultant. The Consultant shall: 1. review the information for apparent errors, omissions and inconsistencies; 2. notify the Employer promptly of any deficiency or discrepancy identified; 3. verify critical dimensions, levels, site conditions and technical information where verification forms part of the Services; and 4. not proceed on an assumption known, or reasonably suspected, to be incorrect. The Consultant shall not be liable for an inaccuracy in Employer-provided information that could not reasonably have been identified through the Services required under the Contract. **8.8 Survival** The provisions of this Clause shall survive completion, expiration or termination of the Contract to the extent necessary to give effect to the rights and obligations arising during performance of the Services.
9.	3.5	The Consultant shall, at its own cost, obtain and maintain the insurance specified below from insurers authorized to conduct insurance business in India. The insurance shall cover the Consultant, all Consortium/JV Members, Key Personnel, Specialist Experts, subconsultants and supervision personnel, as applicable.

9.1 Professional indemnity insurance

The Consultant shall maintain professional indemnity insurance with minimum coverage equal to 100% of the Accepted Consultancy Fee, excluding GST.

The policy shall:

1. cover professional negligence, errors, omissions and breach of professional duty arising from performance of the Services;
2. cover, to the extent reasonably available, the acts and omissions of all Consortium/JV Members, Key Personnel, Specialist Experts and subconsultants;
3. cover services relating to surveys, investigations, digital documentation, planning, design, estimates, tender documents, construction supervision, certification, testing, commissioning and handover;
4. include claims arising from loss of or damage to Project records, drawings, digital data documentation, to the extent insurable;
5. commence no later than the Effective Date;
6. remain valid throughout the Contract Period; and
7. be maintained for at least three years after completion or termination of the Consultancy Services, whichever is later.

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

9.2 Third-party liability insurance

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

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

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

1. site inspections, surveys and investigations;
2. movement of personnel and equipment within the Project sites;
3. temporary testing, sampling and investigation activities;
4. supervision and monitoring activities;
5. any other applicable activities

9.3 Motor vehicle insurance

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

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

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

9.4 Workers' compensation and personnel insurance

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

1. employees' compensation or workers' compensation insurance;
2. employer's liability insurance;
3. group personal accident insurance;
4. medical and hospitalization insurance;
5. travel insurance for personnel travelling in connection with the Assignment;
6. insurance for personnel deployed for surveys, field investigations and site supervision; and
7. any other employment-related insurance required under Applicable Law.

9.5 Property, equipment and records insurance

The Consultant shall insure, as appropriate:

1. equipment purchased wholly or partly with funds provided under the Contract;
2. survey, testing, photography, digital-recording and other equipment used in performance of the Services;
3. computers, data-storage devices and communication equipment used for the Project;
4. Project documents, drawings, models, photographs, survey records, inventories and digital data; and
5. other property of the Consultant used in connection with the Services,

against risks including loss, theft, fire, accidental damage and natural calamity.

The Consultant shall maintain appropriate backup and disaster-recovery arrangements for all Project data. Insurance shall not substitute the Consultant's obligation to preserve, secure and periodically back up Project records.

9.6 Evidence of insurance

Before the Effective Date, the Consultant shall submit to the Employer:

1. copies of insurance policies or valid insurance certificates;
2. evidence of payment of the applicable premiums;
3. details of coverage, limits, exclusions and deductibles;
4. the policy period and retroactive date, where applicable;
5. endorsements extending coverage to Consortium/JV Members and subconsultants, where required; and
6. any other insurance document reasonably required by the Employer.

The Consultant shall submit evidence of renewal at least 15 days before expiry of any policy.

The Employer's review or acceptance of an insurance policy shall not constitute confirmation that the policy is sufficient or relieve the Consultant from its obligations under the Contract.

9.7 Deductibles, exclusions and uninsured amounts

All deductibles, excesses and uninsured amounts shall be borne by the Consultant.

Any exclusion, avoidance, cancellation or failure by an insurer to make payment shall not relieve the Consultant from liability or responsibility under the Contract.

The Consultant shall promptly inform the Employer of:

1. cancellation or threatened cancellation of a policy;
2. any material change in coverage;
3. non-payment or delayed payment of a premium;
4. exhaustion or material reduction of a policy limit; and
5. any claim that may materially affect the available coverage.

9.8 Failure to maintain insurance

If the Consultant fails to obtain or maintain any insurance required under this Clause, the Employer may, without prejudice, to its other contractual rights:

1. require the Consultant to rectify the default within a specified period;
2. suspend the affected Services;
3. withhold payment until satisfactory evidence of insurance is furnished;
4. obtain the required insurance and recover its cost from the Consultant;
5. recover any resulting loss from amounts due or becoming due to the Consultant or from the Performance Security; or
6. treat persistent or material failure as a breach of Contract.

The Employer's decision not to obtain insurance on behalf of the Consultant shall not relieve the Consultant of its obligations or liabilities.

9.9 Insurance claims

The Consultant shall:

1. promptly notify the Employer of any event likely to give rise to a material insurance claim;
2. take reasonable measures to mitigate the resulting loss or damage;
3. submit and diligently pursue the insurance claim;
4. keep the Employer informed of the progress and settlement of the claim; and
5. apply insurance proceeds relating to Employer-owned property, Project records or Project assets for reinstatement, replacement or another purpose directed by the Employer.

The Consultant shall not settle or compromise a claim materially affecting the Employer's interests without the Employer's prior written consent.

9.10 No limitation of liability

The prescribed insurance coverage shall not:

1. limit the Consultant's liability under the Contract;
2. relieve the Consultant from an obligation to correct defective Services or Deliverables;

		3. constitute acceptance by the Employer of any uninsured risk; or 4. prevent the Employer from exercising any other right or remedy under the Contract or Applicable Law. **9.12 Survival** The obligations relating to professional indemnity insurance and unresolved insurance claims shall survive completion, expiration or termination of the Contract for the periods specified in this Clause.
10.	4.6	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} Note: If there is no such manager, delete this Clause SC 4.6.
11.	{5.1}	Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.
12.	6.1(b)	The ceiling in local currency is: [insert amount and currency]
13.	6.3	[Delete whichever is not applicable]
14.	10	**CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE** **14.1 Contract Documents** The following documents shall be deemed to form and be read and construed as part of the Consultancy Agreement: 1. the executed Form of Contract and subsequent written amendments signed by the parties; 2. the Letter of Award; 3. Addenda and Corrigenda issued by the Authority, with a later document prevailing over an earlier document on the same subject; 4. the Special Conditions of Contract; 5. the Contract Appendices, including the final Staffing Schedule, Deployment Schedule, Contract Price and Payment Schedule; 6. the General Conditions of Contract; 7. the Terms of Reference and Scope of Services contained in Section 3; 8. other requirements, specifications and forms contained in the RFP; 9. the accepted Technical Proposal, excluding any qualification, deviation or condition not expressly accepted by the Authority; and 10. the accepted Financial Proposal, including the FIN-2 rates; and 11. any other document expressly incorporated into the Contract. **14.2 Order of Precedence** In case of conflict or inconsistency, the documents shall prevail in the order listed above, except that a later written amendment executed by the parties shall prevail over the earlier documents to the extent of such

		amendment. **14.3 Clarifications** Where ambiguity remains despite application of the order of precedence, the Authority shall issue a reasonable clarification consistent with the overall intent of the Contract.
15.	3	**SCOPE OF SERVICES AND STANDARD OF PERFORMANCE** **15.1 Scope** The Consultant shall perform the complete Services described in the Terms of Reference and all incidental professional activities reasonably necessary for successful delivery of the Project. **15.2 Standard of Care** The Consultant shall perform the Services with the degree of professional skill, care, diligence, efficiency and prudence reasonably expected from an internationally competent multidisciplinary consultant experienced in: 1. Convention Centres and MICE facilities; 2. large public-assembly buildings; 3. architectural and engineering design; 4. specialist venue and event systems; 5. construction supervision and contract administration; and 6. testing, commissioning and operational readiness of comparable scale and complexity. **15.3 Compliance** The Consultant shall comply with Applicable Law, applicable BIS/IRC/NBC standards, Odisha Government/Works Department requirements, statutory approvals and other standards specified in the Contract. **15.4 Best Professional Judgment** The Consultant shall act impartially and professionally in all technical recommendations, certifications and contract-administration functions. **15.5 Coordination** The Consultant shall coordinate: 1. MICE functional planning; 2. master planning and architecture; 3. structural engineering; 4. civil and site infrastructure; 5. electrical, mechanical, HVAC, plumbing and fire protection; 6. acoustics; 7. audiovisual, broadcast and interpretation systems; 8. stage engineering, performance lighting and rigging;

		9. ICT, security and access control; 10. kitchens and food-service systems; 11. façade, vertical transportation and lighting; 12. landscape, traffic, parking and public realm; 13. BIM and digital information; and 14. testing and commissioning. The Deliverables shall constitute a complete, coordinated and constructible design.
16.	3	**DESIGN RESPONSIBILITY** **16.1 General** The Consultant shall remain responsible for the adequacy, accuracy, completeness, technical soundness, coordination, constructability, code compliance and consistency of all designs, calculations, specifications, drawings, BOQs, cost estimates and other technical documents prepared by it. **16.2 Approval by Authority** Review or approval by OB&CC or any statutory authority shall not relieve the Consultant of its professional responsibility for its designs and documents. **16.3 Design Development** Normal refinement, coordination and evolution of the design during schematic, detailed-design and construction stages shall form part of the Consultant's obligations and shall not constitute Additional Services. **16.4 Design Changes Directed by Authority** Where a substantial redesign becomes necessary solely because of a material change in Project scope directed by the Authority after approval of the relevant design, such redesign may be considered Additional Services under Clause 20 of SCC. **16.5 Cost and Programme Responsibility** The Consultant shall design and develop the Project with due regard to: 1. the approved project budget; 2. whole-life cost; 3. market availability; 4. construction sequencing; 5. procurement lead times; 6. operational and maintenance requirements; and 7. the Project programme. The Consultant shall promptly notify the Employer if the approved requirements are likely to exceed the Project budget and shall recommend technically acceptable value-engineering measures.
17.	3	**CONSTRUCTION MONITORING AND SUPERVISION** **17.1 Appointment as Supervision Consultant** The Consultant shall act as the Construction Supervision Consultant for all Works assigned under the Project. The TOR already requires continuous professional supervision, QA/QC,

		contract administration, measurement verification, review of variations and EOT, coordination and completion support. **17.2 Functions** The Consultant shall, inter alia: a. supervise construction in accordance with approved drawings, specifications and Works Contracts; b. review contractor programmes, methods, manpower, equipment and mobilisation; c. review working/shop drawings, material submissions, method statements and samples; d. inspect materials and workmanship and enforce QA/QC requirements; e. verify measurements and quantities; f. recommend/certify payments to Works Contractors where authorised; g. monitor physical and financial progress; h. identify delays and recommend corrective/recovery measures; i. review variations, extra/substituted items and extension-of-time requests; j. coordinate design clarifications; k. maintain site records and inspection documentation; l. monitor safety, environmental and statutory compliance; m. prepare progress and exception reports; n. conduct progress and technical meetings; o. inspect completed works and prepare snag/punch lists; and p. review as-built drawings, BIM models and operation and maintenance documentation; q. assist in completion certification and handover; and r. provide the prescribed DLP support. **17.3 Limits of Authority** Unless expressly authorised in writing by OB&CC, the Consultant shall not: a. amend the Works Contract; b. waive any material obligation of the Works Contractor; c. approve a financial commitment or variation binding upon OB&CC; d. grant extension of time finally on behalf of OB&CC; or e. instruct material change in Project scope. The Consultant may make recommendations on such matters for decision of the Authority**.** **17.4 Emergency** Where immediate action is reasonably necessary to protect life, property, assets or the Works, the Consultant may issue appropriate emergency directions and shall promptly report the same to OB&CC.
18.	6	**CONSULTANCY FEE AND PAYMENT** **18.1 Accepted Fee** The Consultant shall be paid the Accepted Consultancy Fee in accordance with Section:3, Clause 8 and the Financial Proposal.

		18.2 Stage Allocation The agreed distribution shall be: Stage 1 – 10% Stage 2 – 10% Stage 3 – 5% Stage 4 – 20% Stage 5 – 10% Stage 6 – 35% Stage 7 – 10% as presently incorporated in the RFP. **Stages 1–5** Payment shall be linked to accepted deliverables/milestones. **Stage 6** Construction Monitoring & Supervision payment shall be made in accordance with Section:3 Clause 8.4. **Stage 7** Payment shall be linked to completion, commissioning and handover milestones. **18.3 Invoice** Invoices shall be supported by required documentation and certification. **18.4 Payment Period** Admissible undisputed amounts shall be paid within 30 days after certification, subject to statutory deductions. **18.5 Disputed Amounts** The Authority may withhold the disputed portion of an invoice while releasing the undisputed portion**.** **18.6 No Automatic Increase with Project Cost** Increase in estimated, tendered or actual Project cost shall not automatically increase the Consultancy Fee.
19.	2	**EXTENDED CONSTRUCTION SUPERVISION** **19.1 Applicability** Where actual construction extends beyond the period originally contemplated due to causes not attributable to the Consultant and continued supervision deployment is required, the Consultant may be paid for such extended deployment. **19.2 Rates** Payment shall be based on the applicable FIN-2 man-month rates. **19.3 Prior Approval** Extended deployment shall require prior written approval of OB&CC. **19.4 No Automatic Entitlement** Extension of the Works Contract period shall not, by itself, entitle the

		Consultant to additional payment. **19.5 Consultant-Caused Delay** No additional remuneration shall be payable for extended deployment arising from the Consultant's own delay, inadequate staffing, error, omission or default.
20.	2	**VARIATIONS, CHANGE IN SCOPE AND ADDITIONAL SERVICES** **20.1 Written Instruction** No Additional Services shall be undertaken without prior written instruction/approval from OB&CC. **20.2 Additional Services** Additional Services may include material change in: a. Project boundaries; b. number or nature of Project components; c. approved functional requirements; d. scope of statutory services; or e. design already approved, where redesign arises solely from a subsequent material change instructed by OB&CC. **20.3 Not Additional Services** The following shall ordinarily not constitute Additional Services: a. normal design refinement; b. correction of Consultant errors; c. coordination between disciplines; d. revisions required for compliance with originally applicable laws/codes; e. normal responses to statutory observations; f. routine GFC clarifications; or g. normal tender/construction-stage design coordination. **20.4 Fee** Where Additional Services are approved, remuneration shall be agreed in writing before commencement wherever practicable, based upon contractual rates or reasonable mutually agreed rates.
21.	3	**DEFECTS LIABILITY PERIOD SUPPORT** During the Works Contractor's Defects Liability Period, the Consultant shall provide professional support including: a. periodic inspections as required; b. review of defects reported by OB&CC/users; c. advice on responsibility and appropriate rectification; d. review/verification of major rectification works; e. review of outstanding snag items; and f. final inspection prior to closure of the DLP. DLP support shall not require continuous full-time site deployment.
22.	8.2/8.3/ 8.4	**SETTLEMENT OF DISPUTES** **22.1 Governing Law** The Contract shall be governed by and construed in accordance with the laws of India and applicable laws/rules of the State of Odisha. **22.3 Amicable Settlement** Any dispute arising out of or in connection with the Contract shall first

		be referred to authorised representatives of the parties for amicable settlement. The parties shall endeavour to resolve the dispute within 30 days of written notice of dispute or such extended period as mutually agreed**.** **22.4 Court Jurisdiction** If the dispute is not resolved amicably, either Party may seek appropriate relief before the competent court of law. The courts at Bhubaneswar, Odisha shall have exclusive jurisdiction. **22.5 No Arbitration** There shall be no arbitration.
23	9	**LIQUIDATED DAMAGES** **23.1 Applicability of GC Clause 9** GC Clause 9 shall apply to this Contract **subject to the modifications and clarifications contained in this SCC Clause 23**. **23.2 Overall Ceiling** Notwithstanding anything contained in GC Clause 9.2, the aggregate Liquidated Damages ("LD") recoverable from the Consultant under the Contract shall not exceed **10% (ten per cent) of the Total Accepted Consultancy Fee, excluding GST**. **23.3 Delay in Deliverables/Milestones** GC Clause 9.3(a) shall stand modified as follows: Where the Consultant fails to submit or satisfactorily complete any deliverable or milestone within the time specified in the Contract, for reasons attributable to the Consultant, Liquidated Damages shall be levied at the rate of **1% (one per cent) of the Consultancy Fee attributable to the delayed deliverable or milestone for each week or part thereof of delay**, subject to the aggregate ceiling specified in SCC Clause 23.2. Where a Stage comprises more than one material deliverable and separate fee allocation for such deliverables has not been specified in the Contract, the Authority shall reasonably determine the proportion of the Stage Fee attributable to the delayed deliverable, having regard to its scope, importance and professional effort involved. **23.4 Defective or Unacceptable Deliverables** GC Clause 9.3(b) shall stand **deleted and replaced** by the following: Where any deliverable submitted by the Consultant is found to be materially incomplete, defective or not in conformity with the requirements of the Contract, the Authority may require the Consultant, by notice in writing, to rectify and resubmit the same within a reasonable period specified in such notice. If the Consultant fails to satisfactorily rectify and resubmit the deliverable within the period so specified, for reasons attributable to the Consultant,

		the resulting delay shall be treated as delay in the concerned deliverable and Liquidated Damages shall thereafter be levied in accordance with SCC Clause 23.3. **23.5 Delays Not Attributable to the Consultant** No Liquidated Damages shall be levied for any period of delay to the extent such delay is attributable to: a. any act, omission, delay, decision, instruction or change in Scope by the Authority; b. delay in approvals, clearances or decisions by statutory/regulatory authorities or other Government agencies, where the Consultant has made the required submission in a timely and satisfactory manner; c. delay, default or non-performance of any Works Contractor or other agency not under the contractual control of the Consultant; d. suspension of the Services or Works for reasons not attributable to the Consultant; e. Force Majeure; or f. any other cause beyond the reasonable control of the Consultant. The Consultant shall promptly notify the Authority of any such event and shall take reasonable measures to mitigate the resulting delay. **23.6 Construction Monitoring & Supervision** During Stage 6 – Construction Monitoring & Supervision, delay or extension in the completion of any Works Contract shall **not by itself constitute delay or default of the Consultant**, provided that the Consultant has duly performed its supervision, monitoring, reporting, quality-control, certification and other contractual obligations. However, where delay in the Works is demonstrably caused or materially contributed to by a failure or delay attributable to the Consultant in performing its contractual obligations, the provisions of SCC Clause 23.3 shall apply to the concerned obligation/deliverable. **23.7 Recovery of Liquidated Damages** Liquidated Damages determined under this Clause may be recovered from any amount due or becoming due to the Consultant under the Contract and, where necessary, from the Performance Security in accordance with the Contract. Payment or recovery of Liquidated Damages shall not relieve the Consultant of its obligation to complete the Services or rectify the concerned deliverable, nor shall it prejudice any other remedy available to the Authority under the Contract.

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

Activity 1:

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

Activity 2:

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

OR

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

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

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

In the
presence of
(Witnesses)
1.

2.

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

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

Appendix D: Total Cost of Services (INR)

Appendix E: Duties of the "Employer"

Please refer TOR

SECTION: 8

PROCEDURE UNDER E-TENDERING

DEFINITIONS

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

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

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

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

1. PARTICIPATION IN BID:

1.1 **PORTAL REGISTRATION:** The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / GSTIN. The time period of validity in the portal is at per with validity of RC/GSTIN.Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

1.2 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

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

2. LOGGING TO THE PORTAL:

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

3. DOWNLOADING OF BID:

The tender documents uploaded by the Tender Inviting Officer in the website https://tendersodisha.gov.in will appear in "Latest Active Tender" Section of the homepage. The publication of the tender will be for specific period of time till the last date of submission of bids after which the same will be removed from the list of Active Tenders. The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

4. CLARIFICATION ON BID:

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid / Procurement Officer-Publisher will clarify queries related to the tender. The clarification to the queries will be hoisted in the tender portal.

5. PREPARATION & SUBMISSION OF BID:

5.1 Detailed RFP may be downloaded from Tender Portal for detail study and preparation of bid. The bidder shall carefully go through the RFP document & prepare the required documents for Technical Proposal & Financial Proposal as specified in Cl.No.4.1 of Section-2 & upload the scanned copies of Technical proposal documents in PDF format & Financial proposal in excel (Fin-2) format template uploaded by the Authority.

5.2 The bidders should check the system generated confirmation statement on the status of the submission.

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

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

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

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

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

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

5.9 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

5.10 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Financial Proposal template duly filled in.

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

6. SIGNING OF BID:

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

7.1 All bid uploaded by the Bidder to the portal will be encrypted.

7.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

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

8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

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

8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

9. OPENING OF THE BID:

9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum / addendum. Bids cannot be opened before the specified date & time.

9.2 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

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

10. EVALUATION OF BIDS:

10.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing 103 nos of pages".

10.2 The bidder may be asked in writing/ online to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The officer inviting tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder's price bid. Non submission of legible documents may render the bid non-responsive.

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

10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.

10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.

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

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

10.8 At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

10.9 The responsive bidders' name bid prices will be announced.

10.10 Procurement Officer-Openers shall sign on each page of the downloaded Financial Proposal and the Comparative Statement and furnish a certificate to that respect.

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

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

DISCLAIMER

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