REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT FOR PREPARATION OF GIS BASED COMPREHENSIVE DEVELOPMENT PLAN 2040 FOR BHUBANESWAR

BHUBANESWAR DEVELOPMENT AUTHORITY

RFP NO. 1386 / Date 11/01/2021
REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANTS FOR PREPARATION OF GIS BASED COMPREHENSIVE DEVELOPMENT PLAN FOR BUBANESWAR

Bhubaneswar Development Authority (BDA) proposes to undertake Preparation of GIS-based CDP for newly included villages of BDPA and integration with existing CDP - 2010 in Odisha State under the provision of Odisha Development Authorities Act.

Proposals are invited to conduct the assignment and submit the deliverables from consultants empaneled with State Urban Development Authority (SUDA) for preparation of GIS based Master Plans for the Development Authorities and the Municipal Corporations.

Details may be accessed, and the RFP/application forms can be downloaded from the website: www.bda.gov.in. The completed application, as per instructions in the RFP document, should reach the following address latest by 05/02/2021 up to 3.00 PM. Please refer the RFP documents for further details. A pre-bid meeting shall be organized for the same on 18/01/2021 at 3:00 PM in Conference Hall of BDA. In case of any queries/clarifications, please contact in our official mail id. bdabbsr1983@gmail.com and boenvpsm.bda@gov.in.

BDA reserves the sole right to accept or reject any or all proposals without assigning any reason whatsoever.

Sd/-
Planning Member,
Bhubaneswar Development Authority
# Table of Contents

**SECTION 1. INVITATION** ................................................................. 5

**SECTION 2. TERMS OF REFERENCE** ............................................... 6

2.1 BACKGROUND ........................................................................... 6

2.2 PROJECT BRIEF ......................................................................... 17

2.3 SCOPE OF WORK ....................................................................... 36

**SECTION 3. INFORMATION TO CONSULTANTS** ............................... 71

3.1 INTRODUCTION .......................................................................... 71

3.2 METHOD OF SELECTION .......................................................... 71

3.3 PRE-BID CONFERENCE ............................................................... 73

3.4 PREPARATION OF PROPOSAL .................................................. 74

3.5 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS .......... 75

3.6 PROPOSAL EVALUATION ............................................................ 76

3.7 DISCUSSIONS/ CLARIFICATIONS WITH THE SUCCESSFUL BIDDER .................................................. 82

3.8 AWARD OF CONTRACT, SIGNING OF AGREEMENT & SECURITY DEPOSIT/ PERFORMANCE GUARANTEE .................................................................................. 83

3.9 CONFIDENTIALITY ...................................................................... 85

3.10 COORDINATION ....................................................................... 85

3.11 LIQUIDATED DAMAGES ............................................................. 85

**SECTION 4. PREQUALIFICATION - STANDARD FORMS** ...................... 86

**SECTION 5. TECHNICAL PROPOSAL - STANDARD FORMS** ............... 87

5.1 CHECKLIST ................................................................................ 87

5.2 TECHNICAL PROPOSAL SUBMISSION LETTER ......................... 88

5.3 POWER OF ATTORNEY TO SIGN THE BID DOCUMENTS ............ 90

5.4 FIRM’S INFORMATION AND CREDENTIALS ............................ 91

5.5 TEAM COMPOSITION & TASK ASSIGNMENTS ......................... 93

5.6 DESCRIPTION OF THE METHODOLOGY & WORK PLAN FOR PERFORMING THE ASSIGNMENT .... 97

5.7 TIME SCHEDULE FOR KEY PROFESSIONAL PERSONNEL .......... 98

5.8 ACTIVITY* (WORK) SCHEDULE ................................................ 99
SECTION 6.  FINANCIAL PROPOSAL - STANDARD FORMS ................................. 104
  6.1  FINANCIAL PROPOSAL SUBMISSION FORM ........................................ 104
  6.2  SUMMARY OF COSTS ............................................................................ 105
  6.3  BREAK-UP OF PRICE PER ACTIVITY ..................................................... 106
  6.4  BREAK-UP OF REMUNERATION PER ACTIVITY ................................. 107
  6.5  REIMBURSABLE PER ACTIVITY ........................................................... 108
  6.6  MISCELLANEOUS EXPENSES ............................................................... 109

SECTION 7.  STANDARD FORM OF CONTRACT ............................................ 110
Section 1. Invitation

F. No.______________  Dated: 10/01/2021

To

The Empaneled Agencies empaneled with State Urban Development Authority (SUDA) for “preparation of GIS based Master Plans for the Development Authorities and the Municipal Corporations.”

1. Bhubaneswar Development Authority invites Request for Proposal for GIS-based Comprehensive Development Plan Preparation for Bhubaneswar.

2. The objective of the assignment is to prepare a GIS-based Comprehensive Development Plan document for newly included villages within the BDPA area i.e 363 villages with area of 691 Sq. Km approx. and integration of new planning initiatives with the existing CDP - 2010 having 205 villages which came into operation on Dt. 08.04.2010. (The overall area for the required study combining all 568 villages is henceforth mentioned as “the study area” for ease of understanding). The detailed scope of work for the study area is furnished in Section-2.

3. The RFP includes the following:
   i. Section 1 - Invitation
   ii. Section 2 - Terms of Reference
   iii. Section 3- Information to Consultants
   iv. Section 4 - Prequalification - Standard Forms
   v. Section 5- Technical Proposal - Standard Forms
   vi. Section 6 - Financial Proposal - Standard Forms
   vii. Section 7 - Standard Form of Contract

Secretary
Bhubaneswar Development Authority
Section 2. TERMS OF REFERENCE

GIS-based Comprehensive Development Plan

2.1 BACKGROUND

2.1.1 Introduction

The Bhubaneswar Development Authority (BDA), previously known as Bhubaneswar Regional Improvement Trust (BRIT), was constituted on 1st September 1983 under provisions of Odisha Development Authorities Act, 1982. The BDA is the principal planning authority for Bhubaneswar and overseas planning and development of infrastructure, provision of development-related sites and services, the housing needs etc. Besides, the BDA is working towards ensuring sustainable urban growth with effective monitoring, regulations through a people-centric and innovative approach.

The BDA had prepared 1st Comprehensive Developmental Plan (CDP) in 1994 and then in 2010. According to the CDP of Bhubaneswar, the city’s population was projected to be 30 lakhs by 2030. To accommodate 30 lakh people in and around the city, an area of 9286 acres has been earmarked for residential purposes in the CDP. Out of the total area of 9286 acres, 400 acres has been earmarked for Special Residential Zone (SRZ). The Development body has also implemented Local Area Plan and Town Planning schemes to regulate development and proper use of land for constructions. No other authority or person may undertake development within Bhubaneswar without the permission of BDA. The BDA aims to transform Bhubaneswar into a world class, livable urban centre equipped with more green cover, adequate public spaces, especially quality infrastructure-based suitable alternatives for all kinds of citizens, irrespective of age and gender.

The 2015 India Smart Cities Challenge saw Bhubaneswar etching a name for itself in the urban history of Indian cities by securing the first position among 98 other cities. In a unique competition among cities where people were put at the centre of the process, Bhubaneswar’s proposal was acknowledged to have established the highest technical standard for plan preparation in the country. Bhubaneswar set its vision
Based on its participatory approach to be a – Livable city, Eco city, Child-friendly city, Transit-oriented city and Regional economic hub.

Since then the city authorities have been working to achieve its goal and several projects are underway. Prior to the Smart City Proposal, the Comprehensive Development Plan (CDP), prepared by IIT Kharagpur in 2010 has been the single guiding document, outlining the overall development/ growth of Bhubaneswar. Adhering to the CDP 2010 for almost 10 years the Bhubaneswar Development Authority (BDA) has decided to update the CDP for horizon year 2040.

In year 2021, the necessity is felt to revisit the city’s development & its core principles/ values particularly with greater effects of i. Ever updating technology, ii. Constantly changing climatic conditions & iii. Rapidly growing population; on Bhubaneswar’s growth & development, and simultaneously iv. bring in strategic changes to the city planning approach.

By way of this RFP, BDA is seeking professional urban planning & design services to prepare an Action Oriented Comprehensive Development Plan and Report for the study area which will include the detailed survey of various components, recommendations including but not limited to the land use, public transport, housing, city drainage, solid waste management, tourism development, etc.

The Consultant team hired through this RFP shall undertake elements listed below, but not limited to:

- Set new and high, but pragmatic standards for urban development and community-based design.
- Focus on qualitative improvements to existing conditions including clear infrastructure needs and implications.
- Address current needs and anticipate future needs while remaining adaptable to unforeseen conditions.
- Define the aspects that will help plan and design for desired change and growth while allowing for mid-course evaluations and corrections.
- Develop an appropriate analytical basis for clearly explaining the proposed plan. This means defining all background metrics and suggesting ongoing mechanisms -
including monitoring processes such as design review and plan implementation thresholds as well as urban design guidelines.

- Suggest mechanisms (such as urban growth boundaries) necessary to manage and maintain desired patterns of urban growth and development.

- Establish clear and specific strategies to address contemporary issues such as climate change and environment, smart infrastructure, sustainable practices, conservation of resources and cultural heritage.

- Ensure that every suggestion made has a clear path to implementation or a conceptual guideline that will aid the development of such mechanisms.

These components are further explained in detail in Section 2- Scope of Work below.

The district administration, and various state departments such as commerce & transport, public works, home department, housing & urban development, industries, general administration and many others as and when necessary, shall be important stakeholders to be consulted throughout the course of this project.

2.1.2 Location & Regional linkages

Located on the eastern coast of India within the picturesque backdrop of fringe areas (along the axis of the eastern ghats mountain), Bhubaneswar is in Khordha district of Odisha and geographically, the city forms part of the mid-coastal plain of Odisha with an average elevation of 45 meters (148 ft) from the average mean sea level. It lies southwest of the Mahanadi River that forms the northern boundary of Bhubaneswar metropolitan area. The city is bounded by the Daya River to the south and the Kuakhai River to the east which carries many a historic tale in its fold.

Bhubaneswar is connected to the rest of Odisha and India by National Highway- NH 16, which is a part of the two metropolis Kolkata-Chennai prong of the Golden Quadrilateral, NH 203, State Highway 13 (Odisha) and State Highway 27 (Odisha). Asian Highway- AH 45 passes through the city. Baramunda Inter State Bus Terminus (ISBT) is the major bus terminus in the city from where buses ply to all the districts in Odisha as well as to neighbouring state's cities like Hyderabad, Kolkata, Visakhapatnam, Raipur and Ranchi.
Bhubaneswar railway station is one of the main stations of the Indian railway network. It is connected to the major cities by daily express and passenger trains besides daily service to all metro cities is available from here. The redevelopment of this stations envisages to become first-of-its kind Multi-modal Hub on the east coast of India.

Biju Patnaik International Airport (BPIA) also known as Bhubaneswar Airport, 3 kilometers (1.9 mi) south of the city centre, is the major and sole international airport in Odisha. Serving around 39 flights per day, the BPIA has witnessed tremendous growth in terms of the daily passengers.

2.1.3 City Context

Bhubaneswar holds a formidable place in the history of coastal India. A temple town with a concentration of ancient temples, heritage structures and water tanks, its amplitude of monuments stands testimonial to an immemorial consistent architectural and historical heritage spanning from the 3rd century BC to the 15th century AD illustrating the different dynasties that ruled over the region. Known as the “Temple City of India”, even today Bhubaneswar has the highest density of heritage structures with around 700 and more heritage structures within city. Early remnants of
The transformation of the temple town to a capital city was indeed a major step towards the development of the state of Odisha. At the dawn of 1948, post the independence of India, setting up of the capital city at the religious abode of Bhubaneswar was welcomed by all, and Otto Koenigsberger, a German architect, was hired to implement the design of the new capital city, making Bhubaneswar one of the first planned cities in post-independence India. Today, Bhubaneswar is progressing rapidly towards implementing its award-winning Smart City Proposal, which will bring in a new era of socially responsible growth paradigm in the city.

Several unique projects have been undertaken by the city since the dawn of the smart city mission such as Socially Smart Bhubaneswar – a project that focuses on inclusive & holistic growth of its citizens, Bhubaneswar Art Trail – a project that got Artists & City authorities together, to work on the urban issues, Street Arts & Murals Project (STAMP) – a project that uses art as a tool for urban regeneration, Bhubaneswar Operations Centre (BOC) – a city command & control centre to address various city services & operations. The city has also taken firm steps to improve its public transportation services by revamping the city bus services by launching the Capital Region Urban Transport (CRUT) a dedicated government body to undertake the public transport service for the Bhubaneswar & the surrounding region stretching up to Puri on the south & Cuttack on the north of the city. 200 new buses were added as a part of revamped city bus service under the banner MoBus & around 2000 unisex, smart bicycles were launched in Nov’18 under the brand MoCycle. Besides, the city has started many citizen centric initiatives such as a unified citizen portal – Bhubaneswar.Me, activities such as Patha-Utsav to activate public spaces & streets, ParkUtsav to enhance the use of parks, FEST, Bhubaneswar Walks to not only promote the city but also instil a sense of belongingness into its denizens.

With such and many more pro-active & citizen centric initiatives over the last decade, Bhubaneswar has evolved into one of the most promising, liveable cities on
the eastern coast of India. A home to million plus citizens, Bhubaneswar is now seen as an education hub with many institutional establishments flourishing in the city and further aspires to be the sports hub in India. The rapidly flourishing educational institutes & prestigious global sporting events hosted by the city such as such as 22nd Asian Athletic Championship 2017, Odisha Men’s Hockey World Cup 2018; the city continues to be the host for the Men’s Hockey World Cup 2023; which prove the same.

With its ability to resilient towards natural calamities such as urban flooding & Cyclone TITLI in 2018 & a near super Cyclone FANI in 2019 and proposed ring road, implementation of town planning schemes, upcoming growth nodes like proposed South City, Aero-City, Info-Valley etc., Bhubaneswar is envisaged to see a major boost in economy, education, technology, tourism, sports etc.

2.1.4 Bhubaneswar as the foremost Smart City

Being the only city in India to have won the Pierre L'Enfant Planning Excellence Award by American Planning Association for its inclusive & participatory planning approach, the SCP changed the approach to the city planning, bringing in the citizens at the centre of the planning process. The smart city proposal mainly emphasised on creating a citizen-led planning process, several people centric projects were specifically started for the purpose in addition to the infrastructure improvement projects for the city. In 2015, the citizens in the first ever participatory method selected the area to be demonstrated as the pilot area for under the smart city mission. (Refer map – 2). The following chart outlines in detail various projects undertaken under the smart city mission by the special formed Special Purpose Vehicle (SPV)-Bhubaneswar Smart City Ltd (BSCL). Since the formation of BSCL, it has played a key role in the not just the overall infrastructure development but also in the social development of the city.

(Refer. https://www.smartcitybhubaneswar.gov.in)
The consultant shall make themselves well-versed with the Smart City Proposal (SCP) and all the projects in the SCP.
2.1.5 Key challenges

2.1.5.1 Originally planned as the state capital to cater to around 40,000 inhabitants, Bhubaneswar today accommodates around 11 Lakh citizens and has become the major city on the east coast of India. With this explosive growth several challenges have sprung up over the course of time.

2.1.5.2 Depleting air quality: One of the important challenges the city is facing is the depleting air quality. Although the AQI suggests the level of pollutants much within the limits, the time is not far when it will touch the hazardous levels of air quality, if appropriate measures are not taken well in time. One of the major causes of the depleting air quality is the increased dependency on the private vehicles - around 14 lakh vehicles are registered in the city with population of around 11 lakh.

2.1.5.3 Congestion, increased travel time are some of the obvious effects of the increased number of private vehicles in addition to the depleting air quality. The BDA has taken firm steps to curb the pollution in form of the Low Carbon Mobility Plan (LCMP), and the CDP shall use the LCMP as the base and suggest planning guiding principles or measures to improve air quality and later maintain the improved air quality. The CDP shall also elaborate planning principles to boost the public transport & use of NMT, as well non-conventional modes of transit such as E-Rickshaws/buses/autos, etc.

2.1.5.4 Urban flooding: Several areas in the city have sprung up without any formal planning efforts or statutory approvals from the authorities. Most of these areas are low-lying areas or part of the natural drainage system (terrain) and are encroached by unregulated development of commercial, residential areas. Continued efforts have been made by the city authority to evict such encroachments or regularise wherever possible, yet the natural drainage system has not been able to cope up with the ever changing rain patterns causing severe issues of urban flooding every monsoon. Inefficient practices of solid waste management & moreover ignorance/ least support from the local communities, have transformed the natural drains into dump yards, magnifying the issue of urban flooding to a next level. The CDP should address the challenge of urban flooding and provide solutions in form of no development zone, low development zone, means of regulating & regularising the development already
taken place in such environmentally sensitive areas. The CDP also may give broad level outline of the overall drainage system for Bhubaneswar & the region as well, based on which the policy & infrastructural provisions can be made.

2.1.5.5 Enforcement & safeguarding public infrastructure: at present enforcement is one of the greatest challenge in Bhubaneswar, especially with rapidly spreading city form. All the public infrastructure facilities including roads, buildings need to be well maintained & protected from encroachments and vandalism. The numerous Comprehensive Development Plans or projects undertaken or planned go underutilised in absence of a robust enforcement mechanism. The CDP may detail out the self-sustainable (financing) mechanism for ensuring efficient enforcement of rules, plans & policies across the study area. The enforcement may range from, but not limited to, building rules to street vendors to on-street parking. It may also cover the mechanism to address the issue of safeguarding & maintaining public infrastructure in a sustainable economic model with use of latest technology.

2.1.5.6 Informal settlements & housing for all: at present almost 30% of the total population of the city lives in informal settlements lacking very basic facilities & amenities. Various schemes and policies are being implemented by state government & city agencies, yet the city is not free from informal settlements. The CDP should address this issue critically. And prepare strategies for creating an urban form free from informal settlements.

2.1.5.7 Solid waste management: City has recently launched a solid waste management campaign under the banner MuSafaiwala – which means in local language ‘I am the one who cleans & doesn’t litter’. The idea of the campaign is to encourage the denizens to start behaving in a civilised manner and become change agent to maintain cleanliness in the city. The CDP needs to emphasize on the effective mechanisms of solid waste management systems, wherein innovative technology should be roped in for managing waste. Specific strategies/ policies shall be formulated for managing the E-waste. The idea is to promote circular economy, wherein minimum waste is generated, materials are recycled or upcycled and reused to create more sustainable production chain/ eco-system & prevent creation of landfills.
2.1.5.8 **Conventional planning procedures**: The CDP should emphasize on establishing global best practices in the field of urban development/planning to replace the conventional planning methods. Digital engagement for Community involvement, use of latest technology such as drone surveys, climate change related issues as the preliminary planning principle in addition to the child-friendly city concept shall be explored and to be established within the city authorities that are responsible for urban planning & city operations. Strengthening the institutional capacities by appointing adequately qualified staff/subject experts, upgrade the planning & approval processes, facelift the citizen to government interface procedures are some of the key elements that may be deliberated & recommended during the CDP preparation exercise.

2.1.5.9 **Sustaining the nature’s fury**: Bhubaneswar has not only witnessed but has bounced back form 2 severe cyclones in last decade, Phailin in 2013 & Fani in 2019. During Fani in May 2019, Bhubaneswar lost almost a million plus trees and suffered severe damage to the buildings & public infrastructure. The CDP should help the authorities to establish and strengthen resilient infrastructure & planning policies.
2.2 **PROJECT BRIEF**

With rapid urban growth within the study area, land transformation has taken place at large scale from agriculture land, forest land, river banks etc. to urban use, which includes development of residential areas, conversion of agricultural land to plotted land developments (acquired primarily for future residential requirements).

Educational infrastructure is of reasonably good quality and the city has emerged as an educational hub in the eastern region of the country. This transformation of land to residential housing and educational institutes was possible due to developed transport facilities, easy communication, availability of natural resource (land, water etc) and urban centres (Cuttack, Khorda, Jatini, Pipili) of which Bhubaneswar is the centre.

The assignment should include recommendations for making Bhubaneswar city a vibrant and well administered city while maintaining and further developing its dynamic character as an extravagant, ceremonial and spiritual city, rich in culture and heritage and providing its citizens a better Quality of Life.

- How the overall plan should be refined in light of new survey information, a review of previous and ongoing studies, committed locators/partners, and phasing of development
- What growth planning assumptions would be needed in order to drive the planned land mix and use (i.e. residential, industrial, commercial, etc.), and, whether they seem reasonable in light of the current market

### 2.2.1 STUDY AREA FOR CDP

Bhubaneswar Development Plan Area (BDPA), with its current population of about 11 lakhs and covering an area of 419.1 sq. kms forms part of the Bhubaneswar-Cuttack Urban Complex (BCUC). BDA has duly prepared and notified the CDP for BDPA area which included 205 villages in 2010. The CDP 2010 has come into operation on Dt. 08.04.2010. In 2011, 363 number of additional villages with 691 sq. km. were included in BDA jurisdiction vide Gazette notification number 1662 Dt. 18.07.11. The area has immense potential to emerge as a dynamic place to live, visit, work, study, play and invest; attracting more residents, visitors and investors.
To back these aspirations, a more streamlined and comprehensive developmental plan is needed for the newly added 363 villages integrating the new planning initiatives, i.e. Transit oriented development (TOD), mixed use development, Low Carbon Mobility Plan (LCMP), Eco-sensitive Zones, TP Scheme proposals and other modified CDP road network etc., with the existing CDP. The new proposed CDP will address all current issues of the newly added villages, incorporate necessary changes occurred over the years as per existing ground conditions of the existing CDP area and develop a holistic set of growth guidelines for the entire study area that emphasizes on mixed use and balanced development.
2.2.2 URBAN LOCAL BODIES WITHIN THE STUDY AREA

2.2.2.1 Bhubaneswar Municipal Corporation (BMC)

In 1948, Bhubaneswar (ULBs) was established as a Notified Area Committee (NAC) and after seeing major changing dynamics, it was upgraded in 1979 to a Municipality (M) and then in 1994 it turned into Municipal Corporation (MC).

Bhubaneswar Municipal Corporation (BMC) is the local urban governing body in the local city of Bhubaneswar in the state of Odisha. BMC is governed by the Odisha Municipal Corporation Act, 2003, which is administered by the Housing and Urban Development Department (HUDD), Government of India.

By means of the standing committees, the corporation undertakes urban planning and maintains roads, government-aided schools, hospitals, and municipal markets. The functions of the BMC include water supply, drainage and sewerage, sanitation, solid waste management, street lighting, and building regulation.

2.2.2.2 Khordha Municipality

Khordha is a city and a municipality in Khordha district in the Indian state of Odisha. In 1960, Khordha for its cultural vitality and panoramic history was constituted as Notified Area Council under provisions of the Orissa Municipal Act, 1950 and then subsequently converted to Municipality (M) in 2000.

In 1993, Khorda has been declared as District Head Quaters which is 29 km from state capital, Bhubaneswar on South Eastern corner near Barunei Hill.

2.2.2.3 Jatani Municipality

Jatani is a town and a major sub-urban area of Bhubaneswar.. It is also a municipality in Khordha district in the Indian state of Odisha.

This U.L.B was constituted in the year, 1972 where the Govt. of Odisha in the Housing and Urban Development Department (HUDD), have been pleased to declare this U.L.B to that of the statute of Municipal Council during the year 1999 to be converted into Municipality.
2.2.2.4 Pipili NAC

Pipili is a town and a NAC under jurisdiction of Puri district. The town is divided into 16 wards and the NAC has population of 17,623 of which 9,036 are males and 8,587 are females as per census 2011.

2.2.3 DEMOGRAPHIC PROFILE

About Bhubaneswar -

<table>
<thead>
<tr>
<th>City</th>
<th>Bhubaneswar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Government</td>
<td>Municipal Corporation</td>
</tr>
<tr>
<td>Urban agglomeration</td>
<td>Bhubaneswar Metropolitan</td>
</tr>
<tr>
<td>UA Type</td>
<td>Class I UAs/Towns</td>
</tr>
<tr>
<td>State</td>
<td>Odisha</td>
</tr>
</tbody>
</table>

2.2.3.1 Bhubaneswar City Population (2011) -

As per provisional reports of Census India, population of Bhubaneswar in 2011 is 843,402; of which male and female are 446,204 and 397,198 respectively. Although Bhubaneswar city has population of 843,402; its urban / metropolitan population is 886,397 of which 468,577 are male and 417,820 are female.
<table>
<thead>
<tr>
<th>Bhubaneswar City</th>
<th>Total</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>City + Outgrowths</td>
<td>885,363</td>
<td>468,043</td>
<td>417,320</td>
</tr>
<tr>
<td>City Population</td>
<td>843,402</td>
<td>446,204</td>
<td>397,198</td>
</tr>
<tr>
<td>Literates</td>
<td>699,610</td>
<td>381,665</td>
<td>317,945</td>
</tr>
<tr>
<td>Children (0 - 6)</td>
<td>81,847</td>
<td>42,997</td>
<td>38,850</td>
</tr>
<tr>
<td>Average literacy (%)</td>
<td>91.87%</td>
<td>94.66%</td>
<td>88.73%</td>
</tr>
<tr>
<td>Sex Ratio</td>
<td>890</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Sex Ratio</td>
<td>904</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bhubaneswar Metropolitan Region –</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bhubaneswar Metropolitan</td>
</tr>
<tr>
<td>Population</td>
</tr>
<tr>
<td>Literates</td>
</tr>
<tr>
<td>Children (0 - 6)</td>
</tr>
<tr>
<td>Average literacy (%)</td>
</tr>
<tr>
<td>Sex Ratio</td>
</tr>
<tr>
<td>Child Sex Ratio</td>
</tr>
</tbody>
</table>

*Source: 2011 Census*
2.2.3.2 ULB wise Demographic Data

- **Bhubaneswar Municipal Corporation (BMC)**

The city is home to about 8.4 lakh people, among them about 4.5 lakh (53%) are male and about 4 lakh (47%) are female. 87% of the whole population are from general caste, 8% are from schedule caste and 5% are schedule tribes. Child (aged under 6 years) population of Bhubaneswar Municipal Corporation is 10%, among them 53% are boys and 47% are girls. There are about 2 lakh households in the city and an average 4 persons live in every family.

Bhubaneswar Municipal Corporation (BMC), with population of about 8.4 lakh is Bhubaneswar sub district’s only municipal corporation located in Bhubaneswar sub district of Khordha district. Total geographical area of Bhubaneswar Municipal Corporation is 135 km². Population density of the city is 6247 persons per km². There are 67 wards under BMC.
- **Khordha Municipality**

Khordha Municipality, with population of about 46 thousand is Khordha sub district’s only municipality located in Khordha sub district of Khordha district in the state Odisha in India. Total geographical area of Khordha municipality is 26 km². Population density of the city is 1788 persons per km². There are 22 wards under Khordha Municipality.

The city is home to about 46 thousand people, among them about 24 thousand (52%) are male and about 22 thousand (48%) are female. 85% of the whole population are from general caste, 12% are from schedule caste and 3% are schedule tribes. Child (aged under 6 years) population of Khordha municipality is 9%, among them 52% are boys and 48% are girls. There are 9328 households in the city and an average 5 persons live in every family.
• Jatani Municipality

Jatani Municipality, with population of about 56 thousand is Jatani sub district's only municipality located in Jatani sub district of Khordha district in the state Odisha in India. Total geographical area of Jatani municipality is 18 km². Population density of the city is 3056 persons per km².

The city is home to about 56 thousand people, among them about 29 thousand (51%) are male and about 27 thousand (49%) are female. 84% of the whole population are from general caste, 14% are from schedule caste and 2% are schedule tribes. Child (aged under 6 years) population of Jatani municipality is 10%, among them 53% are boys and 47% are girls. There are about 12 thousand households in the city and an average 5 persons live in every family.
2.2.4 STATUTORY PROVISIONS

The consultant shall adhere to all applicable statutory provisions as mentioned below for preparation of Comprehensive Development Plan and will include, but not limited to, the following aspects:

2.2.4.1 Provisions in the Orissa Development Authorities Act, 1982 (amended 2015)

Simultaneously with the preparation of the interim development plan or immediately, thereafter, the Authority shall carry out a civic survey and prepare a comprehensive development area or the part thereof as the case may be:

The comprehensive development plan shall –

- Define the various zone into which the land covered by the comprehensive development plan may be divided for the purposes of development and indicate the manner in which the land in each zone is proposed to be sued (whether by the carrying out thereon of development or otherwise) and the stages by which any such development shall be carried out; and

Serve as a basic pattern of frame-work within which the zonal development plans of the various zones may be prepared. All the zones shall be demarcated looking over the existing zones as per the CDP 2010.

The comprehensive development plan may provide for any other matter which is necessary for the proper development of the area covered by such plan and for the health, comfort, convenience and general betterment of the present and future inhabitants of the development area.

2.2.4.2 Provisions in The Orissa Development Authorities Rules, 1983

a. Civic Survey

The civic surveys to be carried out by the authority which may include survey and analysis of economic and sociological features of the development area with reference to natural resources, distribution of population, industry, communication, housing requirements and such other matters as in the opinion of the authority relate to the development of the relevant area.
b. Form and Content of the CDP:

- The draft comprehensive development plan shall consist of such maps, diagrams, charts, reports and other written matters of an explanatory or descriptive nature as pertain to the development of whole or part of the relevant area.

The written matters forming part of the comprehensive development plan shall include such summary of main proposals and such distinctive matter as the Authority may consider necessary to illustrate or explain the proposals indicated by maps, charts, diagrams and other documents.

The draft comprehensive plan may include all or any of the following –

- Reports of survey and analysis of the socio-economic features of the relevant area with special reference to the trends of growth of population, industries, businesses, commerce and such other matters as may relate to planned development;

- “A land use plan” based upon which survey of the present use of land may be necessary as well as analysis of estimated further needs and consisting of comprehensive proposals for the proper utilization of land such as agricultural, governmental, commercial, industrial, residential, cultural, institutional, recreational, transportation and other activities;

- “A transit and transportation plan” based upon report of survey and inventory of volume of traffic and capacity of existing roads, highways, railways and consisting of proposals for a system of streets, roads, highways and parking, loading, unloading and terminal facilities;

- “A public utilities plan” consisting of proposals for provision of water, electricity, drainage and disposal of sewage and refuse;

- “A housing plan” consisting of estimates of housing requirements and proposals relating to standards of new housing units;

- Reports of survey and proposals for environmental improvements or clearance or elimination of slums and blighted areas;
“Education, recreation and community facilities plan” indicating proposals for parks, open spaces, recreational, educational and cultural centres;

“A financial plan” containing capital improvement programmes, rough estimates of revenue and resources, estimates and objective of public services and such other physical services and such other physical matters and proposals for the implementation in stages of the comprehensive development plan;

“An administrative plan” consisting of proposals and recommendations for the administrative structure and procedure and processes, such as zoning, sub dividing and building regulations as may be necessary for the implementation and periodic review of the comprehensive development plan; and

Such other reports on specific development proposals, satellite township schemes, industrial estate schemes, relocation, re-densification or re – housing schemes, or improvement programmes for any specified purpose as in the opinion of the Authority are necessary for the planned development of the relevant area including suitable urban design parameter floor area ratio, ground coverage, height, bulk control, setbacks and development designs for natural resources and unused and waste urban land.

In the case of any contradiction between the particulars of proposal shown in one map and those shown in any other map or maps in respect of any land to which the draft comprehensive plan relates, the map of a larger scale shall prevail, and in the case of any contradiction between a map and a written matter, the later shall prevail.

2.2.4.3 Design and Standards for formulation of GIS based Comprehensive Development Plans for AMRUT cities provided by Town and Country Planning Organization, MoUD

The consultant shall refer and adhere to the ‘Design and Standards’ prescribed by Town and Country Planning Organization, MoUD for vetting & finalization of base map, collection of attributes and value-addition of spatial features, if any.

2.2.5 Planning Principles to be followed

The consultant hired through RFP shall outline the development of the study area with following elements as the core planning principles:
• Integration of UN Habitat’s Sustainable Development Goals (SDG)

• Aligning Bhubaneswar Smart City Vision

2.2.5.1 Liveable City

The CDP shall outline the development based on effective understanding of the linkages between various activities such as residential areas, green cover & agriculture, travel time, employment places, recreational spaces, safety & security, etc. An important aspect is about the creation of ‘Affordable Housing’ and ‘Slum rehabilitation strategy’. The consultant may refer to the elements considered in the liveability index prepared by MoHUA and the CDP shall reflect how these elements can be addressed in the overall development of the study area and the larger region.

2.2.5.2 Eco – City

How the city & its surroundings can preserve & promote the natural features (forests, wetlands & swamps, natural drains, river banks, ponds, etc) in conjunction with the overall development of the city & the region can work alongside the environment rather than against the environment. Taking clue from the global best practices, the CDP may illustrate the possibility of implementing the concepts of (a) sponge city to address the issues of urban flooding & excessive use of ground water, (b) zero waste city, (c) carbon negative city and similar concepts that may seem best suitable for the city of Bhubaneswar & the surrounding region. The CDP shall outline how the issues of solid waste management, sewer management, pollution can be addressed in a sustainable manner. The outcome may be in form of recommendations on ‘no development zones, protected zones, zones with restricted development, use of technology or materials that will have least impact on the environment.

2.2.5.3 Child Friendly City

Bhubaneswar being the 1st city in India aspiring to be the child-friendly smart city (CFSC), specific efforts have been made in this regard. A dedicated CFSC centre is already established in BDA from 2017 to ensure integration of CF initiatives & principles such as Urban 95 in the overall city planning. Besides, various initiatives to promote inclusion of children in the planning process have also been taken. The CDP shall provide guidelines for inclusion of children as prime stakeholders, creation of
neighbourhoods or zones on the principles of child-friendly city, creation of child-
friendly public transport including roads, and how the municipal services in general
can become child-friendly such as government schools, government offices with
facilities for creches/ day care centres, creation of formal children councils/ bodies
and representatives at the ward level.

2.2.5.4 Transit Oriented Development/ Mixed Use

The city has taken firm steps to create an urban form wherein land-use & transport
planning can work hand-in-glove to reduce the trips related to work, recreation and
any other day-to-day activities. A TOD study was undertaken by BDA besides first-
of-its-kind multi-modal hub is being designed at the Bhubaneswar Railway station.
The CDP shall consider the TOD as key principle and arrive at recommendations,
guidelines for the development of the study area, in such a manner where the
dependency on private vehicles is reduced, the land use & transit are planned in
consideration with each other.

2.2.5.5 Regional Economic Centre

Bhubaneswar being the state capital has always been the centre of administrative,
political activities post-independence and with time the centre of financial activities
is also shifting to Bhubaneswar from the millennium city Cuttack. With more
employment opportunities being created due to growing education & sports sector,
better medical facilities and off course ever growing tourism industry; Bhubaneswar
is becoming one of the ‘Dream Place” to be in for the variety of social classes, ranging
from highly educated job seekers to marginal workers, labourers from surrounding
villages, domestic helpers and to even artists, sports persons, students, etc. The CDP
shall clearly outline a strategy on how the study area the larger region can sustainably
serve as the centre for regional economics without adding stress to its limited
resources and causing imbalance to the overall eco-system. The consultant shall refer
to the economic development plan being prepared by the city at present.

2.2.5.6 Heritage as an asset in the overall city development

Bhubaneswar also known as the temple city has the highest density of the temples in
the city limits, particularly in the old town. Historically known as Ekamra Kshetra,
Bhubaneswar has great heritage monuments, intangible assets that can be washed
away with the time, if not addressed sensitively in the overall growth of the city & the region. Under the modification of existing CDP part, the new CDP shall give utmost priority to the preservation, conservation & promotion of the heritage assets, both tangible & intangible assets.

2.2.5.7 Re-densification of city core areas

Bhubaneswar was one of the 1st planned cities in India. German architect Otto Koenigsberger planned the city as a state capital for around 40,000 residents back in early 60s. However, the city has grown beyond its initial plans and is a home to more than million people now. The areas planned by Otto, mainly contain government offices, institutions, residential quarters and subordinate infrastructure. Originally planned as low rise-low dense city, the current demographics suggest the re-densification would be ideal to ensure reduced travel from work-home, efficient utilisation of land as the most valuable resource & optimal utilisation of infrastructural facilities.

2.2.5.8 Regulating development in the fringe areas to control urban sprawl

As the city grew rapidly with more people coming to Bhubaneswar, in search of better livelihood, education, healthcare, etc. and with no particular effort to densify the existing city centre, the city started sprawling. With fringe areas not being the part of the formal Bhubaneswar Development Planning Area (BDPA), BDA could not regulate the development/growth in those areas, resulting in the haphazard growth, adding stress to the infrastructure facilities, making such development one of the most vulnerable areas for the natural calamities such as flooding & cyclones in particular.

2.2.5.9 Resiliency as an inherent component

Odisha is one of the few states in the country to have suffered the wrath of series of cyclones in last 3 decades. Super cyclone in 1999 had a toll of around 10000 lives, and ever since the state has been fighting the fury of the nature in form of series of cyclones. 2013 - Phailin, 2014-Hudhud, 2018-Titli, 2019 – a near super cyclone Fani; are some of the major cyclones recorded in the history of the state. Latest cyclone Fani devastated the several districts in Odisha including the major cities like Puri & Bhubaneswar. Although the state has built the institutional capacity with state of art technology and procedures to counter any natural disasters, the development should
also outline the details/ guidelines for averting the disasters in first place. With ever changing climate, occurrence of such calamities has increased drastically, making it imperative to be ready to resile & sustain the wrath of the Mother Nature. The CDP shall give clear guidelines, detailed action plans, mitigative measures, no development or hazardous zones for the region to add to the resiliency towards such and any other natural/ man-made disasters or phenomena.

2.2.5.10 Leveraging Smart City initiatives (Technology, social equity etc.)

Since the launch of the special purpose vehicle (SPV) – Bhubaneswar Smart City Ltd (BSCL), the city has been implementing various projects to make day-to-day life better for the citizens. Some project focus on use of the technology whereas some focus on empowering the youth, and some focus on behavioural change to foster an inclusive social development. The CDP shall leverage on various initiatives already under operation/ implementation and may use it as the base. The CDP also may explain how some of these projects or initiatives from the SCP, can be scaled to a bigger region and how the technology can be leveraged for various purposes.

2.2.5.11 Art district development or Integration of art initiatives

Odisha is famous for its rich history, traditions, cuisines, culture & various art forms. There have been several formal initiatives by the Govt. of Odisha & BDA till date, to promote the art forms, culture, tangible & intangible heritage assets, etc. The CDP must address the creation of art districts’ development for promoting arts & culture, conserving the heritage & traditions, etc. the CDP shall outline various methods through which the arts can become integral part of the development & city planning process, rather than an afterthought. Documenting the art forms inherent to the region & practiced in the region (despite of the place of origin) shall form the basis of this. The aim is to make Bhubaneswar a hub for the different art forms not just from the state but from around the world.

2.2.5.12 Promoting tourism in a sustainable manner

The State has made great strides in various sectors of its economy in tune with the progressive globalization and the changing demands of the tourists to make tourism a sustainable industry in the State. Regional governments, public organisations and other stakeholders in tourism are today increasingly interested in the economic
impacts of tourism in Bhubaneswar prevailing context. Tourism, like other traditional sectors, is increasingly subject to estimation of cost and benefits as investment on tourism today is no more a negligible amount as it was before. The CDP intensifies to give an enabling framework such that tourism development in Bhubaneswar is sustainable with suitable safeguards in place of environment, ecology and local economy.

2.2.5.13 Integrating & promoting the sports culture in the city & the region

Odisha has a great tradition of creating marvelous sports personalities. Dutee Chand, Debasish Mohanty, Dillip Tirkey, Shiv Sundar Das, Birendra Lakra are some of the names who have brought glory to the Indian sports fraternity at international level. India’s national sports – Hockey, is deep routed in the Odia lifestyle, particularly in the villages & tribal areas. With this background, state government has been promoting the sporting culture in Odisha to make it emerge into ‘The Sports Destination’ in the country. Bhubaneswar being the state capital & most well-connected city in the state, has always been at the centre of sports culture & events. The city has successfully hosted mega sporting events such as 22nd Asia Athletics Championship 2017, Odisha Men’s Hockey World Cup 2018 and further has been already selected as host for the Men’s Hockey World Cup 2023. At present there is only one regional level sports facility – Kalinga Stadium in the city, and GoO has undertaken several infrastructure projects to boost the sports culture and promote the talent. Besides, at the city scale BDA, BSCL have taken up development of shared playgrounds, sports volunteer programmes and development of open spaces, to boost the local sports talent & promote the healthy living among the citizens. The CDP shall consider sports as not just an element but an inherent part of the development & outline the zones that may be developed as sports hub, the institutional framework for ensuring scientific & sustainable development and operations of the sports infrastructure & lifestyle altogether.

2.2.5.14 Integration of city level state policies such as housing for all, improving drainage & sewerage network and other city initiatives

Any other national or state or city level polices with reference to infrastructure development, housing, environment, etc. shall be taken into consideration while
preparing the CDP. The intention is to maintain the integration & coherence between such policies or schemes, while avoiding any unwanted overlaps. This will ensure the utilisation of resources, funds in the most optimal manner.

2.2.5.15 Implementable action strategy

The intention of preparing the CDP is to arrive at a development strategy which is practical & implementable. The consultant shall ensure that the recommendations, suggestions given for the various aspects of planning are according to the legal & institutional framework besides being implementable & practical.

2.2.5.16 Communication and citizen outreach strategy

The consultant shall derive a mechanism for effective communication & citizen outreach for involving the citizens during the preparation of the CDP. The success of the implementation of the CDP shall largely depend on the effective communication to the actual users – citizens and they shall be informed time-to-time as the CDP is being followed for the development of the region or Bhubaneswar city. Use of various platforms such as press releases, social media, mass gatherings, stakeholder meetings, etc. shall be detailed out for the outreach purpose along with a schedule of activities.

2.2.5.17 BDA Town Planning Schemes

BDA has planned multiple Town Planning Schemes along the proposed ring road. The consultant will be required to incorporate the TP Schemes within the CDP. It will be required from the consultant that proposed TP Schemes shall be leveraged to guide the overall development so that implementation of TP Schemes becomes fruitful and not left in silo.

2.2.6 Objective

The objective for the consultancy service is to formulate a technical, economically feasible and social/ environmentally sustainable comprehensive plan for development of Bhubaneswar providing sufficient details for its implementation.

- To provide short, medium, long-term visions and goals for desirable development for the study area.
• To illustrate an implementable plan for all-round development and include the list of proposals to be implemented in a phased manner.

• To ensure that the most appropriate, sustainable and cost-effective implementation program should be preferred.

• To identify feasible short, medium- and long-term resource management measures, land economics and basic infrastructure needs to facilitate the growth and benefit of people for the present and future.

2.2.7 Setting up of Expert Review Committee

2.2.7.1 Constitution of expert review committee: It is proposed to constitute a Committee to review and monitor the Consultant’s work under the Chairmanship of Vice Chairman, BDA. The composition of the committee shall be notified to the short-listed Consultant on assignment of the project.

2.2.7.2 Role of the committee during plan preparation time: The Review Committee shall meet regularly to review the progress of work, deliberate on the outcomes and give timely guidance and recommendations to the Consultants on the preparation of the CDP 2040. Review of stage wise deliverables by the committee is mandatory.

2.2.7.3 Formation of Sub-Committees: There shall also be Sub-committees constituted by the Review Committee, if required, to review domain specific tasks and activities. The Review Committee shall be convened by the Planning Member, BDA.
2.3 **Scope of Work**

The Consultant and each member of its team shall become familiar with and knowledgeable about the extent of the scope of work and various requirements as described in the RFP. It is important to clarify that the consultant is to prepare CDP for only 363 additional villages with an area of 691 Sq Km and for the remaining existing CDP 2010 area only integration of new planning initiatives is to be recommended.

2.3.1 **Work description**

The major components of the assignment are:

2.3.1.1 **Baseline data, review and assessment**

Formulation of Comprehensive Development Plan as per Odisha Development Authorities Act 1982 (amended 2015) & ODA Rules 1983 which includes to carry out a civic survey and analysis of physical, economic, social features of the development area which shall include but not limited to the following:

- Demography
- Natural Resources
- Industry
- Communication
- Housing
- Physical Infrastructure
- Social Infrastructure
- Traffic and Transportation

Information collection, reviews & assessment of present conditions, and analysis and forecasts for 2040 shall be carried out in the planning area. The plan shall include the following studies, surveys and collation of information from multiple agencies to establish the base line data of the city for further analysis and forecasts

a. **Review of Development Plans and Sectoral Plans**: Review and analyze the current and previous comprehensive development plans, ongoing sectoral studies applicable to Bhubaneswar city and the surrounding region like development plans, Comprehensive
Development Plans, mobility plans, infrastructure plans, economic development plans to ascertain the current situation and identify areas of integration or gaps in integration into the current comprehensive development plan. Similarly inter departmental efforts in areas such as environment, waterbodies, forests, health, educations, roads, railways, slums, affordability and accessibility to various services and utilities must be collated and integrated, while identifying key gaps.

b. **Study of statutory provisions**: Study of all applicable Act(s), Rule(s), Regulation(s), Policies, Codes/ Guidelines and any other statutory provisions at city, state and national levels and adhere to the same.

c. **Establish Growth Dynamics**: Study and establish the spatial growth dynamics of the city over the times and identify underlying reasons.

d. **Follow Low Carbon Development Framework**: Review and analyse the available studies, guidelines and frameworks by agencies – at global, national, state and city level specially by Urban development (MoHUA, GoI) and Environment, Forests and Climate Change (MoEFCC, GoI) as well as policies and frameworks related to low carbon development from international contexts such as Japan, South-Korea, United Kingdom and other relevant countries.

e. **Benchmark Best Practices**: Review and understand suitability to Bhubaneswar of best practices in sustainable planning and development from national and international contexts such as Singapore, San Francisco, Portland, London, Reykjavik, Chandigarh, Navi Mumbai, Noida, Gandhinagar, etc. A broad benchmarking exercise in basic service delivery such as sewerage, drainage, solid waste management, water supply etc. needs to be carried out with details of cost recovery mechanisms practiced amongst the best performing urban local bodies across the globe. Financing strategies must also be reviewed as the backbone to implement a Clean, Green. Thriving and Equitable Low Carbon Development Plan.

f. **Assess the Carbon Footprint**: Study and then establish the baseline carbon footprint scenario based on the tools, guidelines and framework for low carbon cities. Review the existing studies and collect the relevant information.

g. **FAR Consumption Assessment**: Floor Area Ratio is an important aspect of CDPs, and understanding its consumption has a direct impact on population densities, facilitating growth nodes, infrastructure needs, finance etc. and hence a focused assessment of FAR is
required. A city wide mapping of Bulk FAR consumed may be calculated in GIS at the urban block level (smallest land parcel surrounded by road on all sides) using building height and footprint data from Existing Land Use Surveys.

**h. Regional Strategy Framing:** While the study area is finalised and includes the municipal extents of Bhubaneswar, Khordha and Jatani, there are also clear linkages and the flow of goods and people to cities such as Cuttack in the adjoining district. A broad strategy framework for the larger region and its dynamics is to be formulated, so that the proposed CDP could be located seamlessly within it. The strategy must comment on regional growth centres, rural urban interfaces, transport and connectivity, environmental, economic and social aspects and the management of natural resources.

**i. Conduct Stakeholder workshops to identify issues- concerns and needs:** Both public and inter departmental stakeholder interactions should be undertaken. The public must be consulted at five different stages of the CDP preparation process. The five stages include a) Issues, needs and concerns identification, b) Existing Land Use Plan dissemination, c) Sectoral consultation, d) Concept Plan Outline, Visioning and Scenario Building and e) Draft Plan Workshop. The first stage of consultation should be conducted here to gauge people’s perception and involve them in the plan making process from the start.

**2.3.1.2 Prepare integrated and comprehensive geospatial database**

Spatial and non-spatial data and information collected and collated from multiple agencies, physical surveys and mapping exercises shall be organized using clear protocols and procedures as per appropriate sectors. These datasets shall be extensively used for analysis, forecasts, planning and project identification based on low carbon development frameworks.

**a. Spatial Attribute Collection & Vetting of Base Maps**

The Bhubaneswar Development Authority will make available the draft base map of the city with following database obtained from concerned/ competent source to the Consultant for value addition by ground truthing and collecting spatial attributes as per design and standards prescribed by TCPO, Ministry of Urban Development, Govt. of India.
• GIS Based Existing Land use/ Land Cover for year 2014-15 prepared by ORSAC
• GIS Based Digitized Cadastral sheet of 568 revenue villages digitised and integrated with Land Records Web Portal of Odisha (Bhulekh) by ORSAC
• Satellite imagery of 2018-19 procured by BDA
• GIS overlays of other Central and State Government regulations like Colour Coded Zoning Map of Airport Authority of India; Zoning map of ASI monuments; Eco-Sensitive zones of Chandaka- Dampara and Nandankanan Sanctuary; LAP & TP Scheme boundaries, etc

Overlaying of the physical topographic features, geological, hydrological and other relevant features will be done by the consultant to carry out various analysis.

o **Geo-Physical Features:** Use WGS 84 geographic co-ordinate system in GIS and map the administrative limits, forest cover and its type, flora and fauna, ecologically sensitive areas, topology, geology and hydrology, Landuse & Landcover (LULC) and others shall be validated and updated. LULC includes man made features such as roads, buildings, electric substations etc.

o **Environmental Features:** A macro level study on environmental features like water bodies, forests, hillocks, agricultural lands, pollution level, ambient air quality, tourism potentials and heritage preservation, etc. shall be undertaken to identify trends, potentials and problems of the region.

o **Climate:** Climatic parameters like average annual rainfall, maximum and minimum temperature, wind speed, relative humidity and number of rainy days in a year shall be assessed for the past and for the present.

o **Climate Change Adaptation:** Determine the vulnerability of the area based on the exposure, sensitivity and adaptive capacity (based on the United Nations Framework Convention on Climate Change (UNFCCC) / or other agreed methodologies).

b. **Map the Land use, Infrastructure and Transport sectors**

Extensive surveys shall be carried out to map the existing land use, transport and infrastructure facilities and major ongoing and upcoming infrastructure proposals sector wise.
o **Existing Land use:** Basemap prepared from high resolution images shall be used to map the existing land use from secondary sources (in addition to data available with BDA, BMC, others) and primary surveys shall be carried out to validate and update them. Preparation of existing land use map (at 1:4,000 scale) shall be undertaken by extensive field surveys. Compliance of ELU to the ODA Act is mandatory.

o **Physical Infrastructure:** Assessment and mapping of infrastructure like water supply, drainage (including storm water), solid waste management system, roads, electricity lines, gas, optical fiber networks, etc. along with their associated facilities and networks in the study area from primary and secondary sources.

o **Traffic and Transportation:** Comprehensive mobility patterns, including details of modal split for active and motorized transport and congestion corridors and hot-spots. Data from this exercise shall be used to generate an Origin-Destination matrix and that can feed into developing a Transportation Model building on available / existing data from the recent Comprehensive Traffic and Transportation Plan datasets. Assess regional linkages, connectivity in terms of road, rail and by air, bus stops and stations, rail stations, logistics hubs & truck terminals, road types with right of ways and its percentage share, traffic management systems and road density in study area. Assess the activity generator nodes within the region.

c. **Assess the Political, Socio-Economic and Cultural Conditions and Sectors:**

Study, analysis and forecasting of following factors:

o **Administration and Governance:** Map the administrative controls, governance systems (agencies jurisdictional limits for water, sanitation, electricity, transport, municipal area with wards, local planning area, tehsils, enumeration blocks, RI Circle and village boundaries). Data on existing institutional framework, funding and implementation agencies shall be compiled and analyzed. Clearly demarcate the government and private lands. RoR data including kisam, broad ownership categories like Govt/ Private/ Temple Trust/ Endowment/ Forest Land/ Waterbody etc. to be integrated with plot level cadastral data. The Govt. ownership data is to be sub-categorised as per various Departments.
- **Evolution of Settlement:** Chronological development of settlement referring various secondary sources and by interacting with the stakeholders of the city. Evolution of settlement based on its origin, history, rural to urban transformation and the impetus behind it, change in administrative jurisdiction and the city’s growth directions from its origin. Map the settlement extents.

- **Demographic characteristics:** Past and present Population growth and density at village and ward levels, Population distribution pattern and its cause, immigration, out-migration, birth and death rate, gender ratio, literacy levels, age-sex pyramid, SC/ST population, population under economically weaker section, under low income group and under middle income group and the reason for growth or decline in population trend, occurred if any. Socio-cultural factors like community distribution and share of minority population. Population density in various regions and demarcation of areas where there is cluster formation outside the city limits.

- **Economic development in and around Bhubaneswar:** Economic base of the city (formal and informal) and its transformation from past to present (and proposed), occupational pattern, work force participation rate, number of industrial units and its classification, trade and commerce, economic activity centers in and around the city. Plot wise latest Benchmark Value is to be incorporated in the base map as per Inspector General of Registration, Revenue and Disaster Management Department, Govt. of Odisha. Incorporate the major ongoing and proposed economic activities in the analysis.

- **Social Infrastructure:** Social Infrastructure status of the region shall be assessed in all scales & forms available at present, which shall include and not be limited to Health, Education, Tele-communication, recreational, cultural, religious spaces, crematoriums, slaughter houses, vegetable/terminal markets, parks and playgrounds, etc. Map their spatial distribution and identify the areas for provision of the facilities which shall be easily accessible

- **Cultural Characteristics:** Study, assess and map all the past and existing cultural and ritual practices, heritage and religious structures and their associated places both natural and manmade, list and demarcate various classes of heritage structures and their associated regulations. Identify the tourism potential and facilities to promote them.
d. Map Institutional Structure:

Map the current existing institutional structure and governance mechanism of agencies including and not limited to amenities, service provision, infrastructure management in the Bhubaneswar city.

e. Prepare an integrated geospatial database:

All datasets collected and collated shall be vendor neutral and platform neutral. BDA will share all relevant existing datasets, land use maps and other spatial information available with it. It will also assist the consultant to procure available spatial and non-spatial information from other relevant agencies. These along with the spatial datasets created & organized by the consultant shall be used in preparing the existing and proposed land use maps as per the ODA Act, 1982.

The consultant shall incorporate all the attributes collected/ created/ surveyed/generated on GIS database and generate draft final base maps. The consultant then shall send the draft final maps to BDA for vetting, after which the final base maps will be generated which will be used as an input for plan formulation. The layers, scale and standards of the maps to be generated will be as per AMRUT Guidelines.

2.3.1.3 Analysis, Forecasts, Modelling, Scenario Building and Visioning

The consultant shall take inference from the collected data portraying the present status of Bhubaneswar Development Plan Area, giving an in-depth analysis of its demographic, economic, financial, infrastructure, physical, environmental and institutional aspects etc. Above data shall be compiled and analyzed in an intersectoral manner to identify trends, potentialities and issues of the city and its region to forecast and develop future scenarios which include but are not limited to the following:

a. Carbon Footprint:

Estimate existing carbon footprint and projected estimates for 2040. Develop a Community Environmental Action Plan that identifies specific actions for development in the Bhubaneswar Metropolitan Area such that the development is done in a sustainable way and encourages low carbon development.

Assess the GHGs / carbon footprint for the planning area based on established
methodologies for all the sectors and identify the correlation between various activities and their impact on the city and projected emission for 2050. Identify and recommend the mitigation strategies. Some of the suggested tools, guidelines include,

- **GHG tool** – Greenhouse Gas Protocol Calculation tools
- **CURB tool** – Climate Action for Urban Sustainability
- **Climate Smart Cities Assessment framework** by MoHUA

b. **Establish Blue-Green networks:**

Map the water networks based on the drainage pattern, topography and hydrological models based on the conditions of rainfall in the event of extreme climate conditions. Identify the vulnerable areas and assign the development programs.

c. **Demographic and Economic Forecast:**

Forecast economic growth, characteristics of economic growth, demand assessment of key economic activities, population projection, including likely demographic features up to year 2050.

d. **Traffic and Transportation:**

Assess future traffic and transportation needs within the region through Volume Count at various locations, O-D Surveys at major corridors and at major attraction nodes. This data would be compiled and analyzed to identify the traffic trends and future growth / demand of road and transportation network requirements. Identify possibility of using green fuels, non-motorised transport networks, and eco-friendly public transport systems.

e. **Infrastructure:**

Assessment of infrastructure needs up to 2040 like Water supply, Sewerage and Sanitation, Storm Water Drainage, Solid waste management, power supply, etc. of the Bhubaneswar Metro Region Area. Prepare concept Plan to minimize the demand, maximise the use of non-conventional sources, improving the efficiency of appliances, recycling and reuse of resources, integration of the existing structure, service level bench mark with the future needs in the region.
f. **Social Infrastructure:**

Demand estimation till 2040 of the social infrastructure shall be assessed, based on population projections, which shall include Health, Education, Tele-communication, recreational spaces, parks & playgrounds, crematoriums, slaughter houses, vegetable/terminal markets, etc.

g. **Shelter and Built Environment:**

Demand Supply for housing, commercial / Industrial use, shall be assessed. Public development agencies and private developers shall be consulted for determining upcoming housing supply, to determine the trend in demand supply gap and to identify urban sprawl.

h. **Institutional Framework:**

A situation analysis, with regards to demographic and economic trends in the Bhubaneswar Metropolitan Area shall be carried and their implications for city governance and service delivery systems and structures referring to the jurisdiction of city level agencies involved in provision and regulation of urban public services (like water supply, sewerage, sanitation, solid waste management, road network, urban transport, street lighting, urban redevelopment, basic services to urban poor and other social infrastructure) shall be carried out. Institutional Framework and integration of the present organization with such requirements.

i. **Carry out Land Suitability and Carrying Capacity Analysis:**

Using appropriate technologies overlay the physical topographic features, and geological and hydrological features to establish how much land is developable and arriving at the land suitability and carrying capacity of the city. Workout the detailed development program to earmark the areas like – non developable, limited and densely developable, etc. Assigning of land uses needs to follow principles of sustainable low carbon development. This will need to be followed by suitable policies, regulations and programmes to effectively manage blue-green networks and air quality.
j. **Prepare Climate Action Strategy:**

Based on the GHG inventory / carbon footprint as well as on the vulnerability assessment, a Climate Action Strategy for the city addressing all issues of mitigation and adaptation (climate resilient measures) as to be worked out. Develop the framework and strategies for implementation at various scales – state, region, city, neighborhood, block and individual plot/flat level. Include non-conventional energy sources at various scales from plot to region along with (rain) water harvesting, water recycling and efficiency appliances, etc.

k. **Develop a Vision for the City:**

Based on the series of interactions with a cross section of stakeholders and government departments, inter-sectoral analysis will be carried out, key issues will be identified and a vision statement must be detailed out. This Vision can then be taken forward through the building of multiple scenarios.

l. **Scenario Building:**

The Consultants will develop multiple scenarios based on the vision, the low carbon development framework, and other criteria. The alternate scenarios shall have regard to various policy options, strategies and systems for the said horizon year 2040. Planning standards across various sectors that will be achieved for each scenario must also be detailed. A suggested set of concepts have been described below to be included. Scenarios will be discussed with various stakeholders and public consultation as per the ODA Act, 1982 must be conducted to then detail out the accepted scenario with suggestions and feedback.

i. **Eco-sensitive Approach:** Respect the ecology and natural topography. Identify the blue green networks from the land suitability and carrying capacity analysis to earmark the areas like – non developable, limited and densely developable, etc. This would help to make the city more resilient. These also act as lung spaces, recreational areas for the city apart from serving as green corridors for walking and cycling. Develop policies and programs to effectively manage the blue-green networks and air quality.
ii. **Compact Development and Mixed Use:** Based on the land suitability and carrying capacity, assign potentially developable areas into compact and high-density development. This also supports in making the city economically sound by optimizing resources such as trunk infrastructure extension and life cycle costs of infrastructure. Strategically manage the growth dynamics to suit the planned objectives in the proposals. Use the entropy of land use mix to avoid or minimize trips by distributing the amenities and facilities within walking distances (both vertically & horizontally).

iii. **Transit Oriented Development (TOD) and Non-motorised infrastructure (NMT) Integration:** TOD shall be leveraged to the fullest in the local context for easy access to public transit connected with all the economic centers, district, state and regional level facilities. High level of land use and transport integration. Encourage NMT extensively and development the required infrastructure which plays a major role in not only minimizing the dependency on motorized vehicles and reduces the congestion & pollution. It also helps in building a healthy and more productive city. Seamless integration of multiple modes coupled with first and last mile connectivity encourages public to patronage the public transit. Promote the green emission vehicles to minimize the pollution inside the cities.

iv. **Building efficiency and use of Renewable Energy:** Boost passive construction techniques, green building methods and materials coupled with energy efficient devices and building management technologies that help in bringing down energy utilization substantially. Utilize public buildings and open spaces to generate and utilize renewable energy and connect it to grids.

v. **Waste Prevention:** Minimizing the waste by reducing the consumption/generation, reusing, recycling and treating the waste preferably on premises or locally. Encourage to maximize the natural resources like rainwater harvesting, ground water recharging.

2.3.1.4 **Formulation of GIS-based Comprehensive Development Plan -2040 for Bhubaneswar**

a. **City Strategy Diagram:**
Once a preferred scenario/combination scenario is chosen, the city strategy diagram is to be attempted. This unique diagram, contextual to Bhubaneswar, will indicate what are the major strategies that the city is planning such as boosting certain growth nodes and directions, densifying transit corridors, completing major transport networks, and regulating growth in ecologically sensitive areas etc.

b. Planning Standards:

While estimating sector wise demand for land and floor space in sectors such as education, healthcare, recreational facilities and public services, the allocation of the same will need to be done based on accepted standards that are contextually appropriate. Standards will include how much green space is allocated per person, the distance at which healthcare and educational facilities should be located or how much sqm of road per person needs to be provided in Bhubaneswar. The same may differ by ward and distance from the city centre based on ground realities.

c. Proposed Land Use Map and Preparation of Zoning Regulations:

Based on the chosen scenario and strategy, the proposed land use plan is prepared for future development and change of land use alongside development control regulations. The detailed development Plan shall be prepared at 1:4000 scale at the zonal level. The Consultants shall prepare zoning regulations for future development and change of land-use. The Zoning regulations must focus on low carbon development especially in the building construction and regulation aspects. The consultants shall evaluate the appropriateness of form-based codes for different land-uses and areas and the sustainability of current regulations.

Below are the broad chapters that the consultant may refer to, but not limited to, while preparing the CDP which may be modified as per requirements of BDA.

| 1. Vision & Objectives |
| 2. Economic Growth* |
| 3. Traffic & Transportation |
| 4. Housing & Community Development |
5. Urban Infrastructure & Services

6. Slum Rehabilitation & Resettlement

7. Environment and Disaster Management

8. Tourism Development

9. Culture and Heritage

10. Public Arts & Sports

11. Land-Use Planning

12. Development Management and Finance

13. Phasing & Implementation Strategy

14. O & M + Enforcement Strategy for the study area

15. Strategic Assertions

16. Training & Capacity Building

The horizon year for the draft CDP will be 2040.

**Note:** The draft proposals will be in accordance with existing plans and will incorporate proposals of other Government Departments and PSUs. Consultants shall explore, evaluate and recommend whether future development can be pursued with the town planning schemes, local area plans or any other mechanism in practice elsewhere. While preparing guidelines, the consultant shall refer and follow the principles of Economic Development Strategy and Low Carbon Mobility Plan (LCMP) etc. that is already been prepared by BDA. The consultant shall also consider the strategies and proposals of LCMP while preparing the proposals on traffic and transportation for the CDP study area.

**2.3.1.5 Knowledge Transfer and Dissemination**

The assignment will undertake an assessment of the need for professional development and training required for BDA personnel supporting the CDP development and later enforcement. The Consultants should ensure that the key personnel in BDA should be provided with necessary training and ensure knowledge
transfer at every stage of Development Plan preparation, implementation and enforcement. Knowledge transfer should provide all levels of staff with appropriate training and capacity building workshops at the time of each deliverable.

The knowledge transfer process shall encompass transfer of all data collected by the Consultants during the course of Plan preparation. All data, in the form of raw data and structured databases (in spreadsheets and/or databases, document form etc.) including the geospatial database shall be submitted in soft as well as hard copy and should be transferred to BDA with all requisite copyrights. All the geospatial databases should be handed over in appropriate file formats or along with appropriate open geo-database formats, metadata, data model as recommended by BDA.

Sector-wise data collection and data analysis report of 25 socio-economic and physical aspects is to be done by the Consultant. In addition, primary surveys such as land use survey, traffic & transport survey, household surveys, etc. are required to be undertaken as required under the relevant acts. The consultant shall hand over the data at regular intervals & at the end of the assignment as well, both in soft & hard copy format. Further, the development plan 2040 should be made available in hard and soft-copy to the BDA and any other Government offices as required.

All data accomplished by the consultants during the study shall be the property of the client and subject to statutory and confidentiality conditions laid down by the Govt. of Odisha and the Govt. of India from time to time. The data collected, computer software including licenses purchased during the course of the consultancy assignment should be handed over to client by the consultant free of cost. The consultant shall also hand over raw data, analyzed data on Computer DVDs/ CDs/ HDDs used by them for data storage. Consultant should take prior written permission from BDA commissioner for publishing and or presenting the work from this exercise.

2.3.1.6 Financing, Implementation and Enforcement Mechanisms

a. The Consultants shall develop a phased and detailed Development Plan implementation road map to enable the successful implementation and enforcement of the development plan. This should contain recommendations of the key steps and processes required to ensure successful implementation and enforcement of the revised Development Plan including, but not limited to: institutional frameworks, project
planning and management, capacity building, and enforcement mechanisms.

b. On the basis of a comprehensive evaluation, the Consultants shall identify staffing and investment requirements for Development Plan implementation and enforcement. Accordingly, they shall prepare detailed budget and formulate a short, medium, and long-term investment program for implementation, with a focus on capital investments to be made in the first 5 years, 6-10 years and 11-20 years of the Plan. This will also include possible financial sources and methods for resource mobilization.

c. Based on capital cost, preparation of Multi-year investment programme to be detailed:
   
   - Development of alternate financing proposals and assisting in financing schemes.
   - Finalize the percentage land to be made available to the land owner and the land that shall be part of land bank of Bhubaneswar Development Authority, after giving space for the other infrastructure and amenities if taken up by Town Planning Scheme (TPS).

d. Advise the FSI in the region including in areas with Form Based Codes (if recommended), incorporating the provisions and policy of affordable housing, so that plan is sustainable and accordingly the creation of land bank for Bhubaneswar Development Authority shall be optimized.

e. Suggestion of strategies for implementation and development of schemes.

f. Suggestion of involving public private partnerships in plan implementation and project execution


g. Suggest institutional framework and its integration with the existing. The suggested institutional framework shall be such that it does not burden the present landowners.

h. Suggest model to take care of operations and maintenance of infrastructure created.

i. Improvement scheme and Town Planning Scheme along with institutional framework shall specifically stress on following:

j. Local Area Planning Frameworks to implement the provision of the CDP 2040 that address aspects of Improvement schemes, Rebuilding schemes and Street
Schemes to be recommended.

k. Identifying Town planning/ expansion schemes that enable the provision of:
   - Serviced land, provided is not prohibitive for vast sections of the urban population,
   - Avoiding operational inefficiencies, and ensuring affordable planning and engineering standards.
   - Institutional structure with transparent process.

l. Finalize the overall financing plan including funding strategy linked with the revenue for the Bhubaneswar Development Authority for implementation of the Improvement Scheme and Town planning scheme.

m. Promote low carbon development: Explore incentives to promote low carbon development through a low carbon cell in BDA/ BMC for coordination and promotion of the low carbon cities framework. Some of the promotions could include,
   - Rebate in building permission fees
   - Additional FAR
   - Relaxation in permitted uses (vertically & horizontally)
   - Rebate in property taxes
   - Rebate in utility charges – energy, water, waste
   - Rebate in GST (partly return of taxes)

n. The CDP is expected to set targets for the plan horizon year and a periodic review of the financing, implementation and enforcement mechanisms must be undertaken to gauge progress or to enable course correction. The consultant must therefore derive a system to measure inputs, outputs and have key performance indicators to enable plan monitoring and evaluation to assess attainment of objectives.

2.3.1.7 Creation of GIS Interface Tool

Once the comprehensive geospatial database has been created for the CDP 2040 including Existing Land Use Maps, Proposed Land Use Maps, Sectoral Maps and various other datasets and projections, the same should be converted into an easy to use offline and online tool/ application. This tool is expected to assist officers at all levels of the BDA to carry out their day to days tasks, including the enforcement of the plan, providing building sanctions etc., along with information dissemination to general public at large. The same will be linked to the existing GIS-based web portal
www.Bhubaneswarone.in for which the consultant will extend necessary support, as and when required.

2.3.2 Deliverables

Duly complying with the Work Description of the TOR, the consultant must adhere to the following deliverables and timelines. The consultant has to submit reports and maps adhering to all statutory provisions as mentioned under Section 2.2.4 and planning principles as detailed out under Section 2.2.5.

2.3.2.1 Stage – I Kick-off Meeting/workshop + Inception report (T0¹ + 90 days²)

A kick-off meeting will be organized to familiarize the consultant with the stakeholders and other major input phenomenon’s for preparation of the plan based on which the Consultant shall prepare an inception report after conducting all research and investigations necessary to develop the planning documents for the project. The inception report shall lay out all the major aspects of the CDP including but not limited to the target area of this work.

*Task 1 – Kick-off presentation by the consultant*

The Consultants will organise, with Bhubaneswar Development Authority’s support, a one day kick-off meeting/workshop to familiarize the stakeholders with the purpose, process, and expected outcomes of the CDP, and build enthusiasm, understanding and commitment to the CDP. The kick off meeting/workshop will help in deriving a consensus along with the stakeholders firming the process and agreeing upon a structured programme to take the CDP forward.

Stakeholders for the kick off workshop may include (final list of stakeholder will be finalized in consultation with BDA)

¹ T0 means contract signing date

² Days shall mean calendar days or working days as per BDA (GoO)
- Elected representatives, Mayor, Municipal Commissioner etc.
- City level planning and service providing agencies viz., ULB, Town and Country Planning Department, Development Authority etc.
- Line Departments of the state government such as pollution control board, health department, tourism department, PHED, PWD, Traffic and Transportation etc.
- Private sector agencies such as chambers of commerce and industry, etc

For this kick-off meeting, the consultant is expected to provide detailed methodology along with timelines along with detailed list of stakeholders, studies and other planning initiatives that should be considered while preparation of the CDP.

The consultant should also highlight the assistance needed from BDA’s side during this meeting and will collect all relevant data required for the plan. The consultant will present list of all relevant surveys required for this plan.

Task 2 – Existing situation analysis and review & survey of current status and Potential

The purpose of this work is to review the current status of the study area and realize the outstanding issues, potentials and key factors for development.

Existing and relevant plans should be reviewed through this work:

- Review and matching to applicable Act (s), Rule (s), Regulation (s), Policies, Codes/ Guidelines and any other statutory provisions
- Detailed review of existing studies related to TOD, Mixed use development, Low Carbon Mobility, Eco-sensitive zones, TP Schemes, LAP and other modified road networks.
- Socio-Economic analysis (including population and employment in the surrounding municipalities)
- Natural environmental analysis (Disaster risk, Land Grading)
- Infrastructure Survey (Outer and inner of the study area) and comparison with service level benchmark
- Review of relevant development plan and existing proposals in study area and best practices
• Information collection, review and detailed assessment of present condition of demography, Natural resources, Industry, regional linkages, housing, economy, physical and social infrastructure, traffic and transportation etc.

Stage I Deliverables -

The inception report shall cover the following:

a. Kick-off meeting/workshop presentation and its outputs and findings compiled in a report format.

b. Historical background of the place/ literature study/ data referred

c. Overall assignment vision, objectives and strategies

d. Study of applicable Act (s), Rule (s), Regulation (s), Policies, Codes/ Guidelines and any other statutory provisions at city/ State and National levels

e. Reports/ Inferences from Site visits, stakeholder consultation, surveys, data collection and preliminary data analysis

f. Pros and cons and learnings of previous Comprehensive Development Plan/CDP or other development studies undertaken by various departments like mobility plan, infrastructure plan, economic development plan, heritage resource management plan, tourism Comprehensive Development Plan, slum improvement plan, environmental studies etc.

g. Study on global, national, state and city level guidelines/ policies/ frameworks/ existing reports related to low carbon development.

h. Report on best practices from global and national case studies in sustainable planning and development of cities relevant to Bhubaneswar

i. Final Work plan outlining approach, main activities and sub – activities, methodology and timelines, schedule of activities, staffing & outputs

j. Schedule of consultation meetings with stakeholder agencies

k. Frequency and Schedule of Public Consultation Meetings
1. One stakeholder meeting at public level and stakeholder interactions at inter-departmental level for issues, needs and concerns identification

2.3.2.2 Stage – II Concept plan (T0+210 days)

The Consultant shall refine the preliminary development programme. This document is a sketch of the Plan and shall include all components of the plan. The idea of the Concept Plan is to introduce the exercise to all stakeholders involved. The related public discussions introduce concerned citizens to the plan operation and generate a preliminary discussion about the scope and components of the plan. The Concept Plan Outline will clearly state the issues around which further work will evolve and give a direction to the plan.

Task 1 – Formulation of Bhubaneswar Regional Strategy

Based on the national policies and state priorities develop a broader framework for the region covering BDPA limits, Cuttack / CDPA limits, and adjoining districts like Puri and Jagatsinghpur. A regional framework helps in identification and assigning the roles of each growth centre, establishing rural-urban interfaces, developing transport and connectivity linkages, safeguarding environment, improving economic and social aspects and the management of natural resources in the region.

Task 2 – Assess the Carbon Footprint

Study, survey and establish the baseline carbon footprint by sector and by geographical area based on the tools, guidelines and framework listed as per Section-2.3.1.3 (a) above.

Task 3 – Formulation of development vision for Concept Plan

Based on the result of review and survey of current status and potential, the project direction and framework should be set at the initial stage of planning for the study area. It is important process to share and have the consensus of the future image of the project among stakeholders. The consultant shall prepare minimum three (3) alternatives for the concept plan covering, but not limited to, the below listed point:
• Setting up of development vision: Development rationale, target completion date, unique selling points (e.g. Aero-City, Bhubaneswar Town Centre), basic concept and service level (e.g. Smart city, Eco city, safety & security)

• Economic and Demographic framework: Industrial structure (Primary, Secondary, Tertiary), Action to boost growth (Identification of potential growth centres/nodes), Skill development strategies
  o Land economics to be given importance to study existing scenario about geographical land and natural resources.

• Land Capability and Suitability Analysis

• Demand Forecast: Population allocation and land-use demand, traffic volume forecast, civil infrastructure, social & physical infra demand forecast (based on land suitability analysis)

• Development strategies: Industrial and agricultural development (Services including manufacturing, logistics, high – valued agriculture, etc.), housing, commercial development including tourism, civil/institutional, social services (medical, education, community centre), transportation, Infrastructures, etc.

• Scrutiny of impact on initiatives with SWOT and GAP analysis to Identify strategies for flexible/adaptive implementation and growth.

• Integrating concepts mentioned earlier in this RFP - TOD, Mixed use development, Low Carbon Mobility, Eco-sensitive zones, TP Schemes, LAP and other modified road networks.

Task 4 – Preliminary Planning for Infrastructure

Land grading plan should be made first considering the existing topographic data, flood elevation, land capability and suitability analysis. Based on the grading and use plans, concept layout plans for each of utility (water supply, sewer, drainage, power supply, information and communication and any other) shall be prepared. The maps shall include broad level distribution/collection networks, for such utilities, however the details regarding the recommended size / cross-sections of the utilities such as pipe mains, drains, ditches, cables, etc. shall not be part of the concept plan. Detail Utility Mapping of all ULBs within study area will be in line with AMRUT being implemented through Directorate of Town Planning.

Task 5- Conceptual design and planning
A schematic concept and visual images, outlines facility program, development alternatives and selection of preferred plan, Definition of urban structure – Landuse integration, Transportation, Open space, Refinement of selected concept plan, establishment of planning districts and zones with distinct character and themes (based on planning principles stated earlier such as like, eco-city, resilient city, TOD, etc. along with the Low Carbon Mobility framework development for Bhubaneswar)

**Task 6 – Environmental assessment**

Idea and process of strategic environmental assessment in the planning phase should be considered to avoid big risk on environmental and social matter in later stage. Countermeasures and mitigation plan against risks and issues should be proposed in the assessment work. Concept level action plan for climate change shall also be given at this stage.

- Environmental aspect: Environmental baseline analysis, physical planning recommendations to support local ecology
- Social impact assessment
- Risk mapping for Disaster Management
- Resilient adaptation strategies for the city and the region (priority to key city level infrastructure like water pumping stations, power stations, transit hubs, hospitals, etc.)
- Economic assessment and value addition of green infrastructure e.g. waterbody, open spaces, wetlands, forestland, low lying areas, urban sponge etc.
- Strategic environmental aspects and measures

**Task 7 – Data validation**

The consultant shall validate with respective line agencies all the data sets, surveys conducted/collected, analysis done and submit the same.

**Task 8 – Existing CDP Integration Plan**

The consultant shall prepare a detailed integration plan highlighting aspects and components to be revised, added or detailed to integrate the existing CDP with the new CDP along with integration of new planning initiatives such as TOD, Mixed use
development, Low Carbon Mobility, Eco-sensitive zones, TP Schemes, LAP and other modified road networks.

**Stage II Deliverables –**

The Consultants will develop multiple scenarios based on the vision, the low carbon development framework, and other criteria (to be finalized in consultation with BDA). The alternate scenarios shall have regard to various policy options, strategies and systems for the said horizon year 2040.

I. **Report**

The consultant shall prepare 3 alternative concept plans & report for CDP 2040 covering but not limited to the following:

a. Formulation of 3 options for development vision of Concept Plan – Shall not be limited to Development rationale, target completion date, unique selling points, basic concept and service level etc.

b. Detailed methodology

c. Background study report including city evolution, history, major planning interventions, important milestones etc. Report on spatial growth dynamics of the city over the times and identify underlying reasons

d. All administrative boundaries, planning jurisdictions and districts


f. Report on validation and finalisation of base map, existing land-use GIS operationalization & map production (including methodology adopted), land-use change patterns and study of settlement pattern, Status/ survey report for the preliminary & secondary data collection

g. Analysis report on Integrated Geospatial database to be overlayed with basemap which is to include but not limited to the following:
• Sectoral plans and infrastructural networks & plans
• Ecological survey and assessment report
• Hazard & Vulnerability survey and assessment report
• Report on land markets and values
• Hydrological & hydrogeological assessment report
• Geotechnical survey and assessment report
• Heritage and cultural survey and assessment report
• Utility Mapping of all ULBs within study area (including underground infrastructure)
h. Carbon Footprint of Bhubaneswar by sector and geographical area based on tools, guidelines and frameworks for low carbon cities
i. Land Suitability and Carrying Capacity Analysis (including methodology adopted)
j. Blue-Green networks and possible natural sponge areas through contour and slope analysis
k. Climate Action Plan with mitigation and adaptation strategies
l. Integrated land-use forecasting, scenario & option generation
  • Report on demographic, economic, employment & investment forecasts
  • Report on Integrated land-use and transportation forecasts
  • Report on legal, regulatory and institutional development options
  • Report on city-wide scenarios and citywide planning area options
m. Report on Development strategies: Industrial and agricultural development, housing, commercial development including tourism, civil/institutional, social services, transportation (transport model build upon the comprehensive traffic and transportation survey and datasets), Infrastructures, etc
n. Conceptual Land Rezoning, Land Economics
o. Conceptual administrative, land use classification (No development zones to be induced through Land pooling and readjustment of Town Planning (TP) Scheme
q. Detail Conceptual implementation & institutional framework/s
II. Stakeholder Consultation and Coordination

a. Presentations to the Government or other relevant authority as directed by BDA, as and when required. Consultant should prepare and submit the overall presentation at this stage. The presentation shall be modified as per instructions of BDA for presenting to different Government entities.

b. Min. 3 stakeholder consultations to disseminate existing land use plan, sectoral consultation, concept plan outline and scenario building and accompanying reports

*At the end of the Stage II, it will be BDA’s responsibility to approve concept plan from the alternatives submitted by the consultant and it will form the base for further work to be undertaken.
III. Maps

Maps (hard copy 4 sets and soft copy in pdf and GIS Format) to include and not be limited to the following:

<p>| Map 2.1: | Base map of study area showing contours, roads, natural features |
| Map 2.2: | Map overlaying all administrative boundaries i.e. municipal area with wards, local planning area, tehsils, enumeration blocks, RI Circle, village and plot boundaries |
| Map 2.3: | Map integrating plot boundary with RoR data (Bhulekh) including kisam, broad ownership categories like Govt/ Private/ Temple Trust/ Endowment/ Forest Land/ Waterbody etc. The Govt. ownership data is to be sub-categorised as per various Departments. |
| Map 2.4: | Map showing Regional Linkages and major growth nodes |
| Map 2.5: | Validated and finalized existing land use map for the study area |
| Map 2.6: | Validated and finalized set of detailed existing land use maps for the zonal boundaries |
| Map 2.7: | Map showing land use change in the existing land use from the CDP 2030 |
| Map 2.8: | Physiographic Map of the study area showing contours, elevation, slope and DEM in thematic maps |
| Map 2.9: | Map showing extent of eco-sensitive zones and other protected and ecologically sensitive areas including watersheds and habitats of endangered species |
| Map 2.10: | Map showing extent of restrictive zones of Airport authority of India, ASI and State protected monuments |
| Map 2.11: | Hazard maps of the study area showing key vulnerable areas with regard to different hazards (via overlays) |
| Map 2.12: | Map representing land values across different locations in study area as per Inspector General of Registration, Revenue and Disaster management Department, GoO. |
| Map 2.13: | Geological Map of the study area |
| Map 2.14: | Map showing historical and heritage sites present in Bhubaneswar |
| Map 2.15: | Map showing overall, gross residential and net residential densities across different locations in study area |
| Map 2.16: | Map showing housing typology in study area |
| Map 2.17: | Map showing location and extent of slums across the study area |
| Map 2.18: | Map showing existing road network and circulation pattern in study area upto 12 m wide road and related transportation infrastructure and facilities |
| Map 2.19: | Map representing existing mobility patterns and transport networks in study area (volume counts as key locations, origin-destination, road density) |
| Map 2.20: | Map showing existing storm water drainage network in study area |
| Map 2.21: | Map showing existing sewerage network and allied utilities in study area |
| Map 2.22: | Map showing existing water supply network and allied utilities in study area |
| Map 2.23: | Map showing existing solid waste management system in study area |
| Map 2.24: | Map showing existing social infrastructure facilities in study area |
| Map 2.25: | Map showing existing electricity lines (overhead and underground) and associated facilities in study area |
| Map 2.26: | Map showing existing gas lines and associated facilities in study area |
| Map 2.27: | Map showing existing optical fiber networks and associated facilities in study area |
| Map 2.28: | Map overlaying other agencies jurisdictional limits for water, sanitation, electricity, transport, social infrastructure (e.g. Postal code boundary, Police jurisdiction boundary, Govt. health jurisdiction boundary etc.) etc. |</p>
<table>
<thead>
<tr>
<th>Map 2.29:</th>
<th>Map showing the land suitability and capabilities in study area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Map 2.30:</td>
<td>Map showing the inundated areas during extreme rainfall / cyclones</td>
</tr>
<tr>
<td>Map 2.31:</td>
<td>Map showing the areas affected by extreme heat in study area</td>
</tr>
<tr>
<td>Map 2.32:</td>
<td>Land Value Map</td>
</tr>
</tbody>
</table>

*Note: Further maps will need to be generated as per BDA’s request*

2.3.2.3 Stage – III Draft proposal (T0+300 days)

The draft proposal shall be based on the approved alternative of the Concept Plan in the Stage – II. The consultant shall undertake preparation of further detailing.

*Task 1 - Evaluate, visualize and arrive at plans and recommendations at different scales through public participation*

A comprehensive evaluation system should be developed in consultation with the Development Authority and stakeholders taking into account relevant factors such as socio-economic, environmental and political factors, services to the poor and vulnerable, integration of land-use and transportation, capital and operational costs. Citywide stakeholder consultations and receipt of objectives and suggestions through public participation to be compiled.

*Task 2 – Prepare draft Comprehensive Development Plan*

The Draft Development Plan will be composed of written documents and maps. It will have all the components, which are detailed out in this ToR. It will be presented at an appropriate and legible scale.

- Land Use – Existing and Proposed
- Land classifying plan: Flood analysis, site sorting plan
- Road system: Functional classification, Traffic volume, Traffic flow, Typical road section/pavement, Intersection, Bridge and culvert
• Water supply system: Planning and overlay concept, Water demand forecast, Water sources, Water treatment plan, Distribution system

• Sewage Management: Planning and overlay concept, Waste water generation, Sewage treatment plant

• Power supply system: Planning and overlay concept, Power demand forecast, Distribution plan (In KV), Exploring the possibility of renewable generation facility

• Information and Communication System: Telecom demand, IT Parks and ITES

• Built-up form mapping

• Heritage maps

• Watershed maps and proposal for riverfront development

Task 3 - Prepare draft Zoning and Development Control Regulations

• Zoning of land use for residential, commercial, industrial, agricultural, recreational, educational and other purposes together with Zoning Regulations.

• A complete street pattern, indicating major and minor roads, national highways, and state highways, and traffic circulation pattern, for meeting immediate and future requirements with proposals for improvements

• Areas reserved for parks, playgrounds and other recreational uses, public open spaces, public buildings and institutions and areas reserved for such other purposes as may be expedient for new civic developments

• Areas earmarked for future development and expansion

• Reservation of land for the purposes Central Government, the State Government, Planning Authority or public utility undertaking or any other authority established by Law

• Declaring certain areas, as areas of special control and development in such areas being subject to such regulations as may be made in regard to building line, height of the building, floor area ratio, architectural features and such other particulars as may be prescribed
Stages by which the plan is to be carried out

Stage III Deliverables –

I. Report

   a. City strategy diagram defining the major planning approach suggested for regulating the future development of the city.
   
   b. Draft Zoning Regulations; Development Control Guidelines; FAR and density; infrastructure and services norms
   
   c. Sectoral recommendations on Chapters i.e. Demography, Settlement Pattern, Regional Linkages, Economic Growth, Traffic & Transportation, Housing & Community Development, Urban Infrastructure & Services, Social Infrastructure, Affordable Housing/ Slum Rehabilitation & Resettlement, Environment and Disaster Management, Tourism Development, Culture and Heritage, Public Arts & Sports, Land-Use Planning etc.
   
   d. Recommendation on land suitability earmarking non-developable, limited and densely developable areas within the city.
   
   e. Identification of blue green networks within the city with policy level interventions to effectively manage the same.
   
   f. Report on special heritage regulations made therein for conservation of the heritage buildings and precincts. Identification of heritage corridors within the city with tourist routes.
   
   g. Regulations in respect of each land use zone to enforce the provisions of Comprehensive Development Plan and explaining the manner in which necessary permission for developing any land can be obtained from the planning authority
   
   h. Draft Implementation Plan
   
   i. Identification of Draft Town Planning Schemes/ other expansion schemes or Local Area Plans with institutional framework.
   
   j. Report on geospatial integration of sectoral plans and infrastructural networks & plans
II. Stakeholder Consultation and Coordination
   A draft plan workshop to be conducted with the following outputs
   a. Report on Planning area consultations
   b. Report on City wide stakeholder consultations

III. Maps

Stage-III: Maps (hard copy 4 sets and soft copy in pdf and GIS Format) to include and not be limited to the following:

| Map 3.1: | Map showing the zones with restricted, limited activity and developable zones |
| Map 3.2: | Map showing proposed land use map for the study area |
| Map 3.3: | Set of detailed proposed land use maps for study area zonal jurisdictions |
| Map 3.4: | Map showing proposals for slums and informal settlements across study area |
| Map 3.5: | Map showing proposed circulation pattern in study area up to 12 m wide road |
| Map 3.6: | Map showing proposed mobility patterns in study area |
| Map 3.7: | Map showing proposed storm water drainage network in study area |
| Map 3.8: | Map showing proposed water supply network and allied utilities in study area |
| Map 3.9: | Map showing proposed sewerage network and allied utilities in study area |
| Map 3.10: | Map showing existing and proposed solid waste landfill sites in study area |
| Map 3.11: | Map showing proposed ecologically sensitive and protected areas in study area |
| Map 3.12: | Map showing existing and proposed power and energy services in study area |

Note: Further maps will need to be generated as per BDA’s request
2.3.2.4 Stage – IV Final proposal (T0+480 days)

Task 1- Prepare Final Comprehensive Development Plan

The final proposal will be composed of written documents and maps with revisions and incorporation of comments received on the draft Plan and from public consultation meetings. The document will cover all the components stated in this ToR.

Task 2- Development, Implementation and Enforcement Plan

- **Phased Development & Implementation Plan development**: The Consultants shall develop a phased detailed Comprehensive Development Plan implementation road map to enable the successful implementation and enforcement of the revised Comprehensive Development Plan. This should contain recommendations of the key steps and processes that are required, a detailed GANTT chart listing processes with suggested timelines for implementation.

- **Enforcement process and protocol development**: The Consultants shall also undertake a detailed study on enforcement process and develop protocols to accomplish this. They shall prepare a road map encompassing all activities required to ensure successful implementation and enforcement of the revised Comprehensive Development Plan including, but not limited to: institutional frameworks, project planning and management, capacity building, and enforcement mechanisms.

- **Staffing and Investment Budget for Comprehensive Development Plan Implementation & Enforcement**: The Consultants shall identify staffing and investment requirements for Comprehensive Development Plan implementation and enforcement. Accordingly, they shall prepare detailed budget and formulate a short, medium, and long-term investment program for implementation, with a focus on capital investments to be made in the first 5 years, 6-10 years and 11-20 years of the Plan. This will also include possible financial sources and methods for resource mobilization. The Consultants shall base this on stated priorities, prioritize the projects and prepare the phased investment plan accordingly. The Consultants shall also suggest mechanisms for resource mobilization.
• **Operation and Maintenance**: The consultant will suggest models to take care of operation and maintenance of infrastructure created.

**Stage IV Deliverables** –

a. Final Report and Maps based on revisions, suggestions by officials, various Departments and other stakeholders at the draft proposal stage.

b. Final Revised Development Plan with detailed zoning and development plans for Planning districts

c. Define final implementation mechanism with phase wise timelines for the development framework

d. Develop a review (regulation), implementation (financing) & approval (governance) processes

e. Recommend new Development Standards (i.e. amendments to zoning, standards, guidelines, etc. and other regulatory changes)

f. Obtain legal and statutory status for the CDP and other Government/agency approvals

<table>
<thead>
<tr>
<th>Stage-IV: Maps (hard copy 4 sets and soft copy in pdf and GIS Format) to include and not be limited to the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Map 4.1: Map showing the zones with restricted, limited activity and developable zones</td>
</tr>
<tr>
<td>Map 4.2: Map showing proposed land use map for the study area</td>
</tr>
<tr>
<td>Map 4.3: Set of detailed proposed land use maps for study area zonal jurisdictions</td>
</tr>
<tr>
<td>Map 4.4: Map showing proposals for slums and informal settlements across study area</td>
</tr>
<tr>
<td>Map 3.5: Map showing proposed circulation pattern in study area up to 12 m wide road</td>
</tr>
<tr>
<td>Map 3.6: Map showing proposed mobility patterns in study area</td>
</tr>
<tr>
<td>Map 3.7: Map showing proposed storm water drainage network in study area</td>
</tr>
</tbody>
</table>
Map 3.8:  Map showing proposed water supply network and allied utilities in study area

Map 3.9:  Map showing proposed sewerage network and allied utilities in study area

Map 3.10:  Map showing existing and proposed solid waste landfill sites in study area

Map 3.11:  Map showing proposed ecologically sensitive and protected areas in study area

Map 3.12:  Map showing existing and proposed power and energy services in study area

Note: Further maps will need to be generated as per BDA’s request

2.3.2.5 Stage – V Final Submission & Data hand over (T0+570 Days)

a. Knowledge Transfer to BDA and Public Engagement
   - Report on BDA Knowledge transfer needs
   - Development Plan data & Report on Knowledge transfer process
   - Report on BDA Public engagement & response strategy
   - Report on public engagement & response process outcomes
   - All final maps and reports in editable format as prescribed by authority (word, pdf, AutoCAD and Arc GIS)
   - Final GIS Data with proper formatting (.mxd layerwise) for integration with existing GIS based web portal www.Bhubaneswarone.in for which the consultant shall extend necessary support as and when required.

b. Development Plan Implementation & Enforcement Report
   - Report on Development Plan Implementation
   - Report on Development Plan enforcement
   - Report on Staffing and Investment Budget
2.3.3 Time/ Payment Schedule

a. Total timeframe for the assignment shall be of maximum 24 (twenty-four) calendar months.

b. The payment shall be released upon submission and approval of the following deliverables.

<table>
<thead>
<tr>
<th>Sno</th>
<th>Deliverables</th>
<th>Time Frame (Days)</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Stage I:</strong> Kick-off meeting/workshop + Inception report</td>
<td>T0 + 90</td>
<td>5%</td>
</tr>
<tr>
<td>2</td>
<td><strong>Stage II:</strong> Concept Plan</td>
<td>T0 + 210</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>i. Data Validation – Status/ Survey Report</td>
<td></td>
<td>15%</td>
</tr>
<tr>
<td>3</td>
<td><strong>Stage III:</strong> Draft Proposal</td>
<td>T0 + 300</td>
<td>30%</td>
</tr>
<tr>
<td>4</td>
<td><strong>Stage IV:</strong> Final Proposal</td>
<td>T0 + 480</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>i. Approval by Government</td>
<td>T0 + 570</td>
<td>15%</td>
</tr>
<tr>
<td>5</td>
<td><strong>Stage V:</strong> Final Submission &amp; Data Handover</td>
<td>T0 + 600</td>
<td>10%</td>
</tr>
</tbody>
</table>

c. The Expert Review Committee (ERC) formulated to monitor the progress of the assignment may make judgment regarding the quality of services. The payment will be released only after ERC’s decision and approval on the quality of work as per the deliverable as set forth in Clause 2.3.3 above.

d. No separate TA/DA would be payable in addition to Consultancy fee.

e. The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.
Section 3. INFORMATION TO CONSULTANTS

3.1 INTRODUCTION

a. Bhubaneswar Development Authority, Bhubaneswar, henceforth referred as Client, intends to select a Consultant for carrying out the assignment on GIS-based Comprehensive Development Plan -2040 for Bhubaneswar in coordination with the applicable bye-laws.

b. Proposals should be submitted in English.

3.2 METHOD OF SELECTION

3.2.1 Selection will be done on basis of 2-stage process. In the 1st stage, Technical Proposals will be opened and evaluated, and Technical scores will be given. In the 2nd stage, Financial Proposals of those Consultants who have a technical score of 70% and above will be opened. The Consultant with the highest score will be called for further discussions to sign a Contract Agreement.

3.2.2 Interested consulting firms are requested to submit the documents in separate sealed covers:

a) Technical Proposal

b) Financial Proposal

3.2.3 Consultants must submit an original and one additional copy of Technical Proposal along with soft copy.

3.2.4 The proposals must be accompanied with a non-refundable processing fee of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of a bank draft drawn in favour of “Bhubaneswar Development Authority”, payable at “Bhubaneswar”.

3.2.5 The Technical Proposal should be accompanied with an Earnest Money Deposit (refundable for all non-successful bidders) of Rs. 1 Lakh/- (Rs. One Lakh only) in the form of bank draft drawn in favour of “Bhubaneswar Development Authority”, payable at “Bhubaneswar”.

3.2.5.1 Refund/Adjustment of Earnest Money:
a) Earnest money of the successful bidder(s) shall be refunded with the final payment to the Consultant.

b) Earnest money of the unsuccessful bidder(s) shall be refunded as early as possible.

c) No interest shall be paid on Earnest Money

d) Earnest money shall stand forfeited -
   i. If the bid is withdrawn at any time before the validity period, or
   ii. If the successful bidder fails to execute the contract and/or does not execute performance guarantee within the stipulated period.

3.2.6 The outer envelope containing proposal should be marked clearly “Consultancy Services for preparation of GIS-based Comprehensive Development Plan -2040 for Bhubaneswar”.

3.2.7 The proposal submission address is:

   Secretary, BDA
   Bhubaneswar Development Authority
   Aakash Shova Building, Sachivalaya Marg
   Bhubaneswar, Odisha- Pin 751001
   Phone: 0674-2392280, Fax: 0674-2390633
   Email: bdabbsr1983@gmail.com , boenvpsm.bda@gov.in

3.2.8 Proposals must be submitted not later than the following date and time:

   Date: 05/02/2021, Time: 3.00 pm.

3.2.9 Proposals must remain valid 180 days after the submission date until validity extended by the Consultant. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The client will make the best effort to complete the tendering process within this period. If the client wishes to extend the validity period of the proposals, the Consultants may do so and those who do not agree have the right not to extend the validity of their proposals.

3.2.10 Schedule of Bidding Process
### 3.3 PRE-BID CONFERENCE

#### 3.3.1 A pre-bid conference will be held on 18/01/2021 at 15:00 in 1st Floor Conference hall of Bhubaneswar Development Authority. Consultants are encouraged to attend the conference before submitting their proposals.

#### 3.3.2 Clarifications of the RFP may be requested by the Consultants (in writing only, by mail, fax or email) up-to three working days prior to pre-bid conference. The address for requesting clarifications is:

**Secretary, BDA**

Bhubaneswar Development Authority
Aakash Shova Building, Sachivalaya Marg
Bhubaneswar, Odisha- Pin 751001
Phone: 0674-2392280 __Fax: 0674-2390633
Email: boenvpsm.bda@gov.in

#### 3.3.3 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the RFP documents by amendment. The Client may at its discretion extend the deadline for the submission of Proposals.
3.3.4 The costs of preparing the proposal, including visit to the Client, etc., are to be borne by the Consultant.

3.3.5 Awarding the consultancy will be in accordance with policies of Government of Odisha, including policies on corrupt and fraudulent practices.

3.4 Preparation of Proposal

3.4.1 Technical Proposal

3.4.1.1 In preparing the Technical Proposal, consulting firms are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.4.1.2 The Technical Proposal should provide information using the Standard Forms provided in Section 5 of this document only, failing which the proposal may be summarily rejected.

3.4.1.3 The Technical Proposal shall not include any financial information.

3.4.2 Financial Proposal

3.4.2.1 The Financial Proposal should be submitted in Standard Forms provided in Section 6 of this document only.

3.4.2.2 The proposal should be complete, i.e., it should list all costs associated with the Assignment.

3.4.2.3 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel.

3.4.2.4 The financial proposal should be prepared in Indian Rupees.
3.5 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

3.5.1 The original Proposal (including Technical Proposal and Financial Proposal) shall be prepared in indelible ink. Any corrections must be initialed by the person or persons who sign(s) the Proposals.

3.5.2 An authorized representative of the consulting firm initials all pages of the Proposal. The representative’s authorization is confirmed by a written power of attorney accompanying the Proposal.

3.5.3 Technical Proposal, including original and all copies shall be placed in a sealed envelope clearly marked “Technical Proposal,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “Financial Proposal” and warning: “Do Not Open with the Technical Proposal.” Technical and Financial envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title “Technical and Financial Proposal”. This envelope will be placed in another envelope, sealed and clearly showing the name of the assignment, the submission address, and town for which, the proposal is submitted.

3.5.4 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date specified. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

3.5.5 After the deadline for submission of proposals the Pre-qualification envelope shall be opened immediately by the Committee. If the Committee desires, the short-listed consultants may be called for power-point presentation. The information will be evaluated. The Technical Proposal of only the qualifying Consultants will be opened after evaluation process. The Financial Proposal shall remain sealed until technical capability statement of all submitted proposals is prepared and consultants short-listed. The consultant’s representative may opt to be present during the financial bid opening. The date will be conveyed by the consultant to the client in advance.
3.6 PROPOSAL EVALUATION

3.6.1 Evaluation of Technical Proposals

3.6.1.1 The authorized Committee as a whole evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified. Each proposal will be given a technical score. A proposal shall be rejected at this stage if it does not achieve the minimum technical score.

3.6.1.2 The points assigned to the evaluation criteria are as follows:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Subject description</th>
<th>Requirements</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Desk Evaluation</td>
<td></td>
<td>60</td>
</tr>
<tr>
<td>1.</td>
<td>Applicant’s experience for taking similar assignment</td>
<td>Number of similar projects undertaken (completed) during last 10 years; 1 of the projects should be development plan for a city having a minimum population of 10,00,000.</td>
<td>30</td>
</tr>
<tr>
<td>2.</td>
<td>Key Expert qualifications and competence for the assignment</td>
<td>The applicant shall provide organisation chart with key roles and responsibilities based on the preferred team organization provided in the above section.</td>
<td>30</td>
</tr>
<tr>
<td>B</td>
<td>Presentation on Proposal</td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>1.</td>
<td>Technical Approach, Methodology and presentation</td>
<td>The applicant shall explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks.</td>
<td>25</td>
</tr>
<tr>
<td>2.</td>
<td>Concept presentation</td>
<td>Presentation of proposed design concept showing all major elements and incorporating innovative concepts to enhance functionality/sustainability of the project.</td>
<td>15</td>
</tr>
</tbody>
</table>

The Applicant should provide relevant documentary proof from the Competent Authority in support of the above-mentioned work experience. For completed projects, the Consultant shall either submit the Completion Certificate from the Competent Authority or a certificate from CA/statutory Auditor confirming that 80% of the fees due from the project has been received.
For each Technical Proposal, the maximum points that can be awarded for each applicant are 100, and the minimum technical score that an applicant requires to qualify for evaluation of the Financial Proposal is 70. Based on the technical evaluation, a list of short-listed applicants shall be prepared and subsequently, a financial evaluation will be carried out. The proposals will finally be ranked according to their combined technical and financial scores (weightage of technical and financial scores shall be in the ratio of 80:20).

### 3.6.1.3 Sub criteria for Approach & Methodology and Concept Presentation

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Total points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Technical Approach, Methodology and presentation</strong></td>
<td>25</td>
</tr>
<tr>
<td>a.</td>
<td>Understanding the ToR</td>
<td>5</td>
</tr>
<tr>
<td>b.</td>
<td>Methodology suggested</td>
<td>10</td>
</tr>
<tr>
<td>c.</td>
<td>Adequacy of the proposed work plan</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Concept presentation</strong></td>
<td>15</td>
</tr>
<tr>
<td>1.</td>
<td>Presentation of proposed design concept showing all major elements and</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>incorporating innovative concepts to enhance functionality/ sustainability of the project</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Framing of vision for the CDP 2040 – 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Innovative ideas/ concepts suggested – 3 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Understanding of the context – challenges – 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Approach suggested with city specific solutions – 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Suggestive methodology recommended – 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Understanding of Phasing/ scheduling – 2 Marks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Understanding of the ODA act, overall rules in relation to the formation of the CDP – 2 Marks</td>
<td></td>
</tr>
</tbody>
</table>

### 3.6.1.4 Sub criteria for Relevant Experience of the firm for the assignment

<table>
<thead>
<tr>
<th>S No.</th>
<th>Sub-Criteria</th>
<th>Max Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of similar projects undertaken (completed) during last 10 years; (excluding the projects as mentioned in Point 4 below)</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td><strong>3 Marks for each completed additional projects</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Experience of atleast 1 project for preparation of development plan for a city having a minimum population of</td>
<td>15</td>
</tr>
</tbody>
</table>
10,00,000. in last 10 financial years *

<table>
<thead>
<tr>
<th>Project</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7.5</td>
</tr>
<tr>
<td>2</td>
<td>7.5</td>
</tr>
</tbody>
</table>

3 Total 30

3.6.1.5 Illustrative list of “Similar Assignments”:

a) Formulation of Master/ Development Plan using GIS database
b) Spatial Planning for New Town/ Industrial Township
c) City level ToD plans or Multimodal transit plan
d) Formulation of Regional Plan for a region/ sub-region
e) City Development Plan under JNNURM
f) Economic Strategy Plan for a City

3.6.1.6 Sub criteria for Relevant Experience of the Key Personnel

a. Percent distribution of points for qualifications and competence of the key professional staff for the assignment are:

<table>
<thead>
<tr>
<th>S No.</th>
<th>Sub-Criteria</th>
<th>Percentage of Total Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Adequacy for the project</td>
<td>60</td>
</tr>
<tr>
<td>3</td>
<td>Preferential- Experience in the Region</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Years of Experience</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

b. The minimum required experience of proposed key professional staff is:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Key Personnel</th>
<th>Educational Qualification</th>
<th>Total Experience</th>
<th>Experience on Eligible Assignments</th>
<th>Min. time at Project office</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader</td>
<td>Masters in Planning or equivalent</td>
<td>20 years</td>
<td>Should have worked as team leader on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more, capable of</td>
<td>5 days per month and all stakeholder meetings, presentations</td>
</tr>
<tr>
<td></td>
<td>Role</td>
<td>Qualification</td>
<td>Experience</td>
<td>Requirements</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------</td>
<td>----------------------------------------------------</td>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dy. Team Leader/ Urban Planner</td>
<td>Masters degree in GIS with background of urban planning</td>
<td>15 years</td>
<td>Should have worked on at least 2 CDP or similar projects with 1 project for a city with population of 10 lakh or more</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Transport planner</td>
<td>Masters in Transport planning or equivalent</td>
<td>15 years</td>
<td>Should have worked on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Urban Planner</td>
<td>Masters in Urban planning or equivalent</td>
<td>7 years</td>
<td>Should have worked on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Landscape Architect / Drainage expert / Environmental engineer</td>
<td>Masters in Landscape architecture or equivalent</td>
<td>10 years</td>
<td>Should have worked on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more</td>
<td></td>
</tr>
</tbody>
</table>

---

4 BDA will provide office space in working condition with basic infrastructure such as desks, chair, AC, drinking water & toilet facilities. The consultant shall be responsible for procuring & maintaining desktops, laptops, server, etc. the consultant shall follow GoO (BDA) calendar.
| 6 | **Infrastructure planner (3 Mark)** | Masters in Infrastructure planning | 7 years | Should have worked on at least 1 region level infra planning or 1 CDP or similar projects, capable of working on relevant software/tools such as Civil3D, GIS, etc. |
| 7 | **Urban Designer (2 Mark)** | Masters in Urban Design | 5 years | Should have worked on at least 1 city level project or 1 CDP or similar projects |
| 8 | **GIS Expert (2 Mark)** | Masters in planning or Masters in Geoinformatics & Technology | 5 years | Should have worked on at least 1 city level project or 1 CDP or similar projects. |

**Programme Support Unit**

| 9 | **Urban Planner** | Relevant Masters degree | 2 years | Should be well-versed with the planning concepts & in the relevant software |
| 10 | **Transport planner** | Relevant Masters degree | 2 years | Should have experience of conducting stakeholder meetings & content writing |
| 11 | **Communication expert** | Relevant Masters degree | 3 years | |

### 3.6.2 Public Opening and Evaluation of Financial Proposals
3.6.2.1 After the evaluation of Technical Proposal is completed, the Client shall notify only those consultants whose proposals have been short-listed of the same and the date and time for opening of financial proposals.

3.6.2.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores, and the proposed amount shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

3.6.2.3 The Consultancy Evaluation & Review Committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not the client will cost them and add their cost to the initial price), correct any computational errors, etc.

3.6.3 Combined Score of Evaluation of the Technical and Financial Proposals- QCBS

3.6.3.1 The highest evaluated Technical Proposal (Th) is given the maximum Technical score (St) of 100. The formula for determining the Technical scores (St) of all other Proposals is calculated as following:

\[ St = 100 \times \frac{T}{Th}, \]  

in which “St” is the Technical score, “Th” is the highest Technical Score given, and “T” the Technical Score of the Proposal under consideration.

3.6.3.2 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

\[ Sf = 100 \times \frac{Fm}{F}, \]  

in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.

3.6.3.3 On completion of Evaluation of Technical and Financial Proposals, final ranking of the proposals will be determined by the weights given to the Technical (T) and Financial (P) Proposals are:

\[ T = 0.8, \]  
\[ P = 0.2. \]
Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:

**Combined Score (S) = (St x T%) + (Sf x P%).**

### 3.6.3.4 In case of two or more consultants achieving the highest combined technical and financial score, the choice of selecting the consultant will be at the discretion of BDA based on best financial benefit to BDA and or on the score for qualification of key personnel.

### 3.7 DISCUSSIONS/CLARIFICATIONS WITH THE SUCCESSFUL BIDDER

#### 3.7.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for reconfirming the obligations of the Agency under this RFP. Issues such as deployment of key personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, BDA reserves the right to designate the next ranked Applicant as Selected Applicant and invite it for negotiations for the rate not higher than the rate of earlier selected bidder.

#### 3.7.2 Discussions/clarifications will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, staff-months, logistics, and reporting which will be incorporated in the Contract.

#### 3.7.3 Discussions/clarifications will be held at the conference hall of BDA on date set by mutual convenience.
3.8 AWARD OF CONTRACT, SIGNING OF AGREEMENT & SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

3.8.1 Prior to the expiry of the period of validity of the Bid, the successful bidder shall be notified through a Letter of Award (LoA) sent through email to be confirmed in writing by Registered / Speed Post / By hand that its Bid has been accepted.

3.8.2 Upon receipt of the LoA, the successful bidder(s) shall return one copy of the LoA duly signed and accepted and stamped by its authorized signatory within 10 working days from the date of issue of LoA and submit performance security deposit within 15 days from the date of issue of LOA, equivalent to 10% of the approved professional fees mentioned in LoA, in the form of Bank Guarantee in the prescribed form (Section 7, Appendix-F). The Bank Guarantee for performance security deposit should remain valid up to a period of 24 months from the date of issue of PBG. The Performance Security is to ensure due performance of all obligations of the consultant under the Contract against an event of default by the consultant and/or any material breach of its obligations there under.

3.8.3 The Security Deposit shall not carry any interest during the tenure of the Lease.

3.8.4 The Performance Security Deposit shall be refunded at the end of full term of contract after adjustment of outstanding dues, if any, made in accordance with this contract, to the bidder on his application within one month after satisfactorily completion of contract.

3.8.5 The cost of Stamp Duty for execution/ registration of agreement and any other related Legal Documentation charges / incidental charges shall be borne by the successful bidder only.

3.8.6 The selected bidder shall not be entitled to seek any deviation, modification or amendment in the agreement.

3.8.7 Till the signing of the agreement, the LoA shall form a binding contractual agreement between BDA and the successful bidder(s) as per terms of this RFP.
3.8.8 If the bidder fails to deposit the required Security Deposit amount or to execute the agreement within the specified period without any intimation to BDA, such failure will be treated as a breach of the terms and conditions of the tender and shall be forfeited.

3.8.9 Penal charges shall be levied on total delay in days at corresponding rate as mentioned above.

3.8.10 BDA shall have the right to invoke and en-cash the amount of Security Deposits in whole or in part, without notice to the selected Bidder in the event of breach of this Agreement or for recovery of liquidated damages or penalties.

3.8.11 BDA shall reserve the right for deduction of BDA dues from the Performance Security Deposit at any stage of agreement, i.e., currency/ completion/termination/ surrender, against:

a. Any amount imposed as penalty and adjustment for all losses/ damages suffered by BDA for any non-conformity with the terms & condition of the agreement.

b. Any amount for which BDA becomes liable to the Government/Third party due to any default by any employee / agent of the Selected Bidder.

c. Any other outstanding BDA’s dues/ claims, which remain outstanding after completing the course of action as per the Agreement.

3.8.12 In case of non-acceptance of LoA or non-deposition of security deposit by the successful bidder, even after 15 days of issue of LoA and/ or non-signing of agreement within permissible time, BDA shall cancel the LoA and may award the contract to the bidder next in the ranking, at its discretion.

3.8.13 After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the prescribed period. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. In the event that the Selected Applicant does not sign the Agreement by the stipulated date, BDA may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered or Risk and Cost action may be taken at its discretion.

3.8.14 The Agency shall commence the Work within seven days of the date of the Agreement, or such other date as may be mutually agreed. In the event that the Selected Applicant does not commence the Work by the stipulated date, BDA may, unless it consents to
extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered or Risk and Cost action may be taken at its discretion. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

3.8.15 Termination of the Contract will be in accordance with provisions of the Para 2.6 of General Conditions of Contract. In case of dispute the matter will be referred to an arbitrator as specified by the Client.

3.8.16 The Client will provide the relevant data/reports available. Collecting any other data relevant to the assignment will be the responsibility of the consultants. The Client will provide the necessary introductory letter to get information from other concerned agencies/departments, wherever applicable.

3.9 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process.

3.10 COORDINATION

The Agency shall nominate a lead Consultant who shall be the single contact point for the BDA for all matters related to the implementation of this Work.

3.11 LIQUIDATED DAMAGES

In case of delay in the conduct of consultancy services within the specified time schedule (Clause 2.3.3 of Section 2), or in the event of repudiation of the contract, the Client reserves the right to recover liquidated damages, including administrative expenses, for breach of contract, a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed (unless prior extension of time has been granted by BDA) for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.
Section 4. PREQUALIFICATION - STANDARD FORMS

Not applicable for this RfP
### Section 5. TECHNICAL PROPOSAL - STANDARD FORMS

#### 5.1 CHECKLIST

<table>
<thead>
<tr>
<th>Sn.</th>
<th>Technical proposal will contain the following documents :</th>
<th>Enclosed?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>This Check List, duly ticked &amp; signed. This check list, duly checked/ ticked and signed shall form part of this RFP Document(Annexure-5.1)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2</td>
<td>Covering letter along with Declaration of acceptance of Terms &amp; Conditions of the Request for Proposal (RFP), GCC duly filled &amp; signed (Annexure–5.2)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3</td>
<td>All pages of RFP Document with corrigendum, addendum if any, duly signed and sealed by the Authorised Signatory of the bidder. Organisation on each page.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4</td>
<td>Power of Attorney for signing the Bid (Annexure–5.3) as applicable.</td>
<td>Yes/No</td>
</tr>
<tr>
<td>5</td>
<td>Information about applicant and its managerial capacity dully filled and signed. Statement Giving Details of Technical capacity of the bidder duly filled &amp; enclosing required supporting documents (Annexure-5.4)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>6</td>
<td>Team Composition &amp; Curriculum Vitae of the Consultants / Experts in the format Annexure-5.5</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7</td>
<td>Approach &amp; methodology to be adopted by the applicant for execution of consultancy project (Annexure-5.6)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>8</td>
<td>Scanned copy of Bid Security (EMD) in Prescribed form of DD /BC or Bank guarantee (Annexure-5.10)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>9</td>
<td>Time schedule for key professional personnel (Annexure-5.7)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>10</td>
<td>Activity (work) schedule (Annexure-5.8)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>11</td>
<td>Format of agreement duly signed on each page</td>
<td>Yes/No</td>
</tr>
<tr>
<td>12</td>
<td>Articles of Association &amp; Memorandum of Association (If applicable)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>13</td>
<td>Copy of Income Tax Registration (PAN)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>14</td>
<td>Copy of GST Registration</td>
<td>Yes/No</td>
</tr>
<tr>
<td>15</td>
<td>Format of agreement duly signed on each page (as provided in Section-7)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>16</td>
<td>Affidavit Certifying that bidder is not blacklisted (Annexure-5.9)</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>
5.2 TECHNICAL PROPOSAL SUBMISSION LETTER

Date- __________

To

Secretary, BDA
Bhubaneswar Development Authority
Aakash Shova Building, Sachivalaya Marg
Bhubaneswar, Odisha- Pin 751001

Subject: Consultancy services for GIS-based Comprehensive Development Plan -2040 for Bhubaneswar.

Sir,

1. I/We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement No______ dated ______ for the GIS-based Comprehensive Development Plan -2040 for Bhubaneswar.

2. I/We are hereby submitting our Technical Proposal along with the Bid Document Fees of Rs. 10,000/- (in the form of DD or Banker’s Cheque) and Demand Draft/ Bank Guarantee of Rs. 1,00,000/- towards Earnest Money in one envelope and a Financial Proposal sealed under a separate envelope.
   Technical Proposal – original + 1 copy+ DD
   Financial Proposal – original + 1 copy
   (*Approach & Methodology and Work Plan to be submitted in a Separate envelope along with the Technical Proposal.
   *Documents on eligibility to be submitted along with the Technical Proposal only.)

3. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, 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 Selection Process including the award of Work.

4. I/We acknowledge the right of BDA to reject my/our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.

5. I/We certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, 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 my/our part.

6. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

7. I/ we submit this Bid under and in accordance with the terms of the RFP document

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Encl: As above
5.3 POWER OF ATTORNEY TO SIGN THE BID DOCUMENTS
### 5.4 Firm’s Information and Credentials

Using the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

#### 5.4.1 Relevant services carried out in the last Ten years that best illustrate qualifications

**Firm’s Name:**

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Key professional staff provided by your Firm/ (profiles):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Staff-months:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Duration of assignment:</td>
</tr>
<tr>
<td>Completion Date (Month/Year):</td>
<td>Approx. Value of Services (in Rs.):</td>
</tr>
<tr>
<td>Name of Associated Consultants, if any:</td>
<td>No. of months of key professional staff provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</table>
### 5.4.2 Particulars and Experience of firm(s)

Relevant services carried out in the projects* similar to the assignment, considered to best illustrate experience and capabilities of the consulting firm/ Consortium since the inception of the Consultant firm in the format given below.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Field of specialization</th>
<th>Name of consulting firm</th>
<th>Assignment Name</th>
<th>Name of Client</th>
<th>Whether participated as individual consulting firm/ member of consortium, if member of consortium mention the consortium lead</th>
<th>Project Cost in Rs.</th>
<th>Stage of Project execution on ground (initiated/ in progress/ completed)</th>
<th>Any other relevant information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: If the proposal is being submitted by a consortium, mention the best five relevant projects carried out by consortium or constituent firms.

Illustrative fields of specialization to be used in column 2 above:

a) Formulation of Master/ Development Plan using GIS database
b) Spatial Planning for New Town/ Industrial Township
c) City level ToD plans or Multimodal transit plan
d) Formulation of Regional Plan for a region/ sub-region
e) City Development Plan under JNNURM
f) Economic Strategy Plan for a City
### 5.4.3 Experience of the Consulting Firm

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of consulting firm/ consortium</th>
<th>Total Experience since the inception of firm (in years)</th>
<th>Experience in Relevant Field (Years)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 5.5 TEAM COMPOSITION & TASK ASSIGNMENTS

**1. Technical/ Managerial Staff**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Proposed Position</th>
<th>Total experience (years)</th>
<th>Relevant experience in years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>..</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>..</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**2. Support Staff**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Proposed Position</th>
<th>Total experience (years)</th>
<th>Tasks to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>..</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>..</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

Proposed Position: ...........................................................................................................

Name of Firm:...................................................................................................................

Name of Staff:...................................................................................................................

Profession:.........................................................................................................................

Date of Birth:.....................................................................................................................

Years with Firm/Entity:....................................................................................................

Nationality: .......................................................................................................................  

Education:  

[Summaries college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Membership of Professional Associations:

Other Training:

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organizations, titles of positions held. Use about three-quarters of a page.]

<table>
<thead>
<tr>
<th>S No.</th>
<th>Name of the Employer</th>
<th>Post Held</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Detailed Task Assigned:

[List of all tasks to be performed under this Assignment/Job]

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 listed under.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Summary of Qualification & Experience vis-à-vis the requirements as per TOR

<table>
<thead>
<tr>
<th>Requirements as per TOR (Enclosure-B)</th>
<th>Possessed by the Staff Member</th>
<th>Break-up of experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Brief Description of Project</td>
</tr>
<tr>
<td>1. General Qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Education</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Adequacy of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Total Professional Experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Experience during Construction Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Experience in similar capacity (no. of projects)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. Preferential Qualifications

4. Employment with Firm

Certification by the Candidate

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:
Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]

Certification by the Authorised Representative of the Firm

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the qualifications, and experience of the proposed Key Staff. I understand that any misstatement described herein may lead to disqualification / termination of contract.

Date: [Signature of Authorized Representative of the Firm]

Note:-

a) Personnel is to affix his recent photograph on first page of CV.

b) Complete address and phone number of the Personnel is to be provided.

c) Document for proof of age is to be enclosed.

d) Document for proof of educational qualification is to be enclosed.

e) Age of the personnel shall not be more than as specified.

f) Experience Certificates from Employers or Undertaking by the Authorized Representative of the Firm claiming for the assignments furnished to be attached.
5.6 DESCRIPTION OF THE METHODOLOGY & WORK PLAN FOR PERFORMING THE ASSIGNMENT
### 5.7 Time Schedule for Key Professional Personnel

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>Weeks (in the form of a Bar Chart)</th>
<th>Number of Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 …</td>
<td>Subtotal (1)</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal (2)</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal (3)</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal (4)</td>
</tr>
</tbody>
</table>

**Full-time:**

________________________________________

**Part-time:**

________________________________________

**Reports Due:**

________________________________________

**Activities Duration:**

________________________________________

**Signature** (Authorized Representative):

________________________________________

**Full Name:**

________________________________________

**Title:**

________________________________________

**Address:**

________________________________________
5.8 **ACTIVITY* (WORK) SCHEDULE**

5.8.1 **Field Investigation and Consultancy Items**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Activity (Work)</th>
<th>Weeks from inception of the assignment (in the form of a Bar Chart)</th>
<th>Number of Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 …</td>
<td>Subtotal (1)</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>Subtotal (2)</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td>Subtotal (3)</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td>Subtotal (4)</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.8.2 **Completion and Submission of Reports**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Reports:</th>
<th>Programme: (Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Kick-off meeting/workshop + Inception Report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concept Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Data validation – Status / survey report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Draft proposal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Proposal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval by Government</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Submission and Data Handover</td>
<td></td>
</tr>
</tbody>
</table>

* for enabling comparison of activity schedule and costs, the items of activity should be kept uniform in all the tables
5.9 FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT BLACKLISTED

(On a Stamp Paper of relevant value)

Affidavit

I, M/s. ………………… , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for Consultancy services for GIS-based Comprehensive Development Plan -2040 for Bhubaneswar would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated this ……………………..Day of …………………., 201….

Name of the Bidder

………………………………………………
Signature of the Authorised Person

………………………………………………
Name of the Authorised Person

For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.
5.10  FORMAT OF THE EMD

(To be executed on stamp paper of appropriate value)

B.G. No. [_____]       Dated:

In consideration of you, Bhubaneswar Development Authority(referred to as BDA, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [insert name of Bidder] with its registered office at [Insert Address] (referred to as the Bidder which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Consultancy services for GIS-based Comprehensive Development Plan -2040 for Bhubaneswar pursuant to the Request for Proposal No[_____] dated [___] (referred to as the RFP) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents), we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the Bank), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BDA an amount of Rs. [___] (referred to as the Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.

1. Any such written demand made by BDA stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.

2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BDA is disputed by the Bidder or not, merely on the first demand from BDA stating that the amount claimed is due to BDA by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:

   i. If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.

   ii. If a Bidder is disqualified in accordance with Clause 3 of ITC;

   iii. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5 of the RFP.

   iv. If a Bidder is declared the first ranking Bidder and it:
(i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;

(ii) fails to furnish the Performance Security in accordance with of the RFP;

(iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;

(iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or

(v) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

3. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

4. We, the Bank, further agree that BDA will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of BDA that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between BDA and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

5. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, BDA will be entitled to treat the Bank as the principal debtor.

7. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.

8. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BDA):

   (a) any time or waiver granted to, or composition with, the Bidder or any other person;

   (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;

   (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
any unenforceability, illegality or invalidity of any obligation of the Bidder or BDA under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and

(e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).

9. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

10. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.

11. It shall not be necessary for BDA to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BDA may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.

12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BDA in writing.

13. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

14. For the avoidance of doubt, the Bank’s liability under this Guarantee will be restricted to Rs. [___]. The Bank will be liable to pay the amount or any part of the Guarantee only if BDA serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before ………………….. (Indicate date corresponding to the Proposal validity period).

15. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by…………………Bank

By the hand of Mr./Ms. …………….. its …………… and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)
Section 6. FINANCIAL PROPOSAL - STANDARD FORMS

6.1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To
Secretary, BDA
Bhubaneswar Development Authority
Aakash Shova Building, Sachivalaya Marg
Bhubaneswar, Odisha- Pin 751001

Sub: Consultancy Services for “GIS-based Comprehensive Development Plan -2040 for Bhubaneswar” – Financial Proposal

Sir,

- We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement no._______ dated _______ for the GIS-based Comprehensive Development Plan -2040 for Bhubaneswar.

We are hereby submitting our Financial Proposal for the sum of Rs. ____________________ [Amount in words and figures]. This amount is exclusive of the applicable taxes which we have estimated at Rs. ___________[Amount(s) in words and figures].

The Financial Proposal contains the following documents in separate sealed envelopes:
Financial Proposal – original + 2 copies

Our financial proposal shall be binding upon us subject to the modifications resulting from discussions, up to expiration of the validity period of the Proposal, i.e., ____________[Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We have gone through the RFP documents and understand the terms and conditions. We understand that you are not bound to accept any proposal you receive.

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

Address:
## 6.2 Summary of Costs

<table>
<thead>
<tr>
<th>Sn.</th>
<th>Name of Activity</th>
<th>Costs</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In Figures</td>
</tr>
<tr>
<td>1.</td>
<td>Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Reimbursable, if any</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Miscellaneous Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|   | Taxes and Duties                     |       |              |
|   | Taxes payable on fees for technical services provided by consulting firm |       |              |
|   | Consultancy GST                      |       |              |

|   | Taxes and Duties                     |       |              |
|   | Taxes payable on fees for technical services provided by consultants |       |              |
|   | Consultancy GST                      |       |              |

|   | Taxes and Duties                     |       |              |
|   | Taxes payable, Fees for technical services provided by consultants |       |              |
|   | Consultancy GST                      |       |              |

Total Amount of Financial Proposal:

Grand Total including all Taxes:

(In Figures)

(In Words)
### 6.3 Break-up of Price per Activity

Activity No: __________ Name: __________________________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Price Component</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Reimbursable, if any</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Miscellaneous Expenses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
</tr>
</tbody>
</table>

Note: The above form is to be filled up separately for each activity.
### Break-up of Remuneration per Activity

Activity No.: _______________  Name: _______________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Names</th>
<th>Position</th>
<th>Input*</th>
<th>Remuneration Rate</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Regular Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Team Leader</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dy. Team Leader</td>
<td>GIS expert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transport planner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Urban Planner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Landscape Architect / Drainage expert / Environmental engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Infrastructure planner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Urban Designer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GIS Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Local Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Staff months or days as appropriate.

Note: The above form is to be filled up separately for each activity.
### 6.5 Reimbursable per Activity

Activity No.: _______________   Name: _______________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price (Rs.)</th>
<th>Total Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Return Flights between _____ and _______</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Miscellaneous travel expenses</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Subsistence allowance</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Local transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Office rent/ accommodation, clerical assistance, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The above form is to be filled up separately for each activity.
## 6.6 Miscellaneous Expenses

Activity No.: ____________________ Name: ______________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price (Rs.)</th>
<th>Total Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs between ______ and ______</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(telephone, telegram, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: Vehicles, Computers, etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The above form is to be filled up separately for each activity.
Section 7. STANDARD FORM OF CONTRACT
## CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>FORM OF CONTRACT</td>
<td>...</td>
</tr>
<tr>
<td>II.</td>
<td>GENERAL CONDITIONS OF CONTRACT</td>
<td>...</td>
</tr>
<tr>
<td>1.</td>
<td>General Provisions</td>
<td>...</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Law Governing the Contract</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Language</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Notices</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Authorized Representatives</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Taxes and Duties</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Commencement, Completion, Modification and Termination of</td>
<td>...</td>
</tr>
<tr>
<td></td>
<td>Contract</td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Effectiveness of Contract</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Commencement of Services</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Expiration of Contract</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Modification</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Force Majeure</td>
<td></td>
</tr>
<tr>
<td>2.5.1</td>
<td>Definition</td>
<td></td>
</tr>
<tr>
<td>2.5.2</td>
<td>No Breach of Contract</td>
<td></td>
</tr>
<tr>
<td>2.5.3</td>
<td>Extension of Time</td>
<td></td>
</tr>
<tr>
<td>2.5.4</td>
<td>Payments</td>
<td></td>
</tr>
</tbody>
</table>

RFP for Formulation of GIS-based Comprehensive Development Plan -2040  

111
2.6 Termination
   2.6.1 By the Client
   2.6.2 By the Consultants
   2.6.3 Payment upon Termination

3. Obligations of the Consultants

   3.1 General
   3.2 Conflict of Interest
      3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.
      3.2.2 Consultants and Affiliates Not to Be Otherwise Interested in Project
      3.2.3 Prohibition of Conflicting Activities
   3.3 Confidentiality
   3.4 Insurance to be taken out by the Consultants
   3.5 Consultants’ Actions Requiring Client’s Prior Approval
   3.6 Reporting Obligations

Documents Prepared by the Consultants to be the Property of the Client

4. Consultants’ Personnel

   4.1 Description of Personnel

   Removal and/or Replacement of Personnel

5. Obligations of the Client

   5.1 Assistance and Exemptions
   5.2 Change in the Applicable Law

   Services and Facilities

6. Payments to the Consultants
6.1  Lump Sum Remuneration
6.2  Contract Price
6.3  Payment for Additional Services

Terms and Conditions of Payment

7.  Settlement of Disputes

7.1  Amicable Settlement

Dispute Settlement

III.  SPECIAL CONDITIONS OF CONTRACT

IV.  APPENDICES

Appendix A — Description of the Services
Appendix B — Reporting Requirements
Appendix C — Key Personnel and Sub-consultants
Appendix D — Break-up of Contract Price in Indian Currency
Appendix E — Services and Facilities Provided by Client
Appendix F — Form for Performance Bank Guarantee
I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the “Contract”) is made the _________ day of the month of ______________, 2021, between Bhubaneswar Development Authority, (hereinafter called the Client which includes its assigns, executors & administrator), and M/s _______________________________ (hereinafter called Consultants), a company _______________________________, and having its registered office at _______________ through _______________. duly appointed its General Attorney. Certified photocopy General Power of Attorney is annexed herewith; Consultants include its assigns, executors and administrators.

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

“… and a consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _______________ and _______________ (hereinafter called the “Consultants”.)”]*

WHEREAS

(a) the Client has requested the Consultants to provide certain consultancy services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

*All notes should be deleted in final text.*

NOW THEREFORE the parties hereto hereby agree 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 (hereinafter called "GC");
(b) The Special Conditions of Contract (hereinafter called "SC");

(c) The following Appendices:

This RFP document and conditions therein shall be deemed to be part of the Contract Agreement.

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]
Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Break-up of Contract Price in INR

Appendix E: Services and Facilities Provided by the Client

Appendix F: Form for Performance Bank Guarantee

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

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

(b) The Client shall make payments to the Consultants 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.

FOR AND ON BEHALF OF Bhubaneswar Development Authority, Government of [--------]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(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 India.

(b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract

(c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

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

(f) “GC” means these General Conditions of Contract.

(g) “Government” means the Government of India

(h) “Local Currency” means Indian Rupees

(i) "Member", in case the Consultants consist of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities; “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract;

(j) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

(l) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(m) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(n) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(o) “In writing” means communicated in written form with proof of receipt
1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law of contract, supplemented by general conditions and special conditions annexed to this contract.

1.3 Language

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

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

1.6 Authority of Lead Partner

In case the Consultants consist of a joint venture/consortium/association of more than one entity, the members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.7 Authorized Representatives

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

1.8 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under
the Applicable Law. Authority shall reimburse only Goods and Service Tax (GST) on production of project specific proof of payment of GST.

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 Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the 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 shall be specified in the SC, either Party may, by not less than four (4) weeks' 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 Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be 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 statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.
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, 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 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 such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure 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 take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(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 event 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 notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time

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.
2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause 2.9.1 and sixty (60) days’ in the case of the event referred to in (k):

(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 7.2 hereof.
(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.

For the purpose of this clause:

a. “corrupt practice” means the offering, giving, receiving or soliciting 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 of facts in order to influence a selection process or the execution of a 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 confirm availability of Key Experts as set forth in RFP;

(h) if the Consultant replaces any Key Expert in contravention of the provisions of this Contract;
(i) 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.

(j) 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.

(k) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.9.2:

(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or

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

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 Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and

(iv) any right which a Party may have under the Applicable 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 Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clause GC 3.7 hereof.
2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

b. except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.9.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

c. if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 7.2 hereof;

2.9.6 Failure and Termination

In case of delay in the conduct of Consultancy services within the time fixed or in the event of repudiation of the contract, the Client reserves the right to recover damage for Breach of contract as indicated below:

"To recover from the Consultant as agreed liquidated damages including administration expenses and not by way of penalty, a sum equivalent to 0.5% (half percent) of total contractual agreement, which the Consultant has failed to deliver within the period fixed for delivery for each week or part thereof during to an overall ceiling of 10% of the total contract price".

2.9.7 Penalty for Failure to Execute the work as per contract

Irrespective of recovery of liquidated damages not amounting to penalty, warning may be issued to the Agency for deficiencies on its part. In case of significant deficiencies in execution of Work, other penal action as found reasonable by BDA, including debarring for a specified period may also be initiated.

2.10 Extension of Time

2.10.1 The Agency shall adhere to the time schedule given above. However, BDA reserves the right to extend and/or change the time schedule on reasonable grounds.

2.10.2 Extension of time on Agency’s request: The time for the execution of the work shall be deemed to be the essence of the Agreement. If the Agency fails to complete the work within the time schedule specified herein for reasons other than on BDA’s account, BDA may, if satisfied that the work can be completed by the Agency within a reasonably short time thereafter, allow the Agency for an extension of time upon a written request from the Agency. On such extension, BDA will be entitled without prejudice to any other right or remedy available on that behalf to recover from the Agency, agreed damages, and not by way of penalty, a sum of 0.5% of the total payable amount (i.e. the entire actual payable amount in respect of the particular land parcel with regard to which the delay has occurred) for each week of extension or part thereof.
The total recovery on account of the above shall be subject to a maximum of 10% (ten percent) of the total payable amount

2.10.3 **Extension of time due to delay on BDA’s account:** If the progress of work is delayed at any time due to act or omission by BDA, then the Agency shall immediately give notice thereof in writing to BDA indicating the period for which the work is likely to be delayed, and shall be bound to ask for necessary extension of time. BDA on receipt of such request shall consider the same and shall grant such extension of time as is reasonable with regard to the nature and period of delay and the time and quantum of work affected thereby. No compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of Agreement being applicable as if such extended period was originally provided in the original Agreement itself.

3. **OBLIGATIONS OF THE CONSULTANTS**

3.1 **General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 **Conflict of Interests**

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Consultants and Affiliates not to be Otherwise Interested in Project**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; or
(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants’ Actions Requiring Client’s Prior Approval

The Consultants shall obtain the Client’s prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,
(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Sub-consultants”), and
(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to be the Property of the Client
All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. It may be noted that the Team Leader and the other key personnel proposed for the Project shall be available for the entire duration of the Project. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Experts in the 1st six months, a penalty of 10% of the professional fee quoted for that Key Expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader and Deputy Team Leader in the 1st year, then the penalty shall be 50% of the professional fee quoted for the Team Leader and Deputy Team Leader. The Consultants shall provide as a replacement a person of equivalent or better qualifications and experience.

During the 2nd year of the Contract, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract. If the Consultant propose any change in the number of key experts more than the above prescribed limit in the 2nd year a penalty of 10% of the professional fee quoted for that expert shall be imposed by the Client.

The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.
(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person 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 Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

(d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 2 (two) years. The Client reserves the right to verify all statements, information.

4.3 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in BDA, Deputy Team Leader will act as the resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services and shall be the single point of contact for all significant correspondence.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultants such assistance and data as specified in the SC.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly and corresponding adjustments shall be made to the ceiling amounts referred to in Clause 6.2.

5.3 Services and Facilities

The Client shall make available to the Consultants the Services and Facilities listed under Appendix E.
6. **PAYMENTS TO THE CONSULTANTS**

6.1 **Lump Sum Remuneration**

The Consultant’s total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants’ costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The price payable in local currency is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a break-up of the lump-sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. First payment shall not be released till the performance guarantee is executed by the Consultant. Subsequent payments shall be made in accordance with the conditions listed in the SC on submission of an invoice by the Consultants.

7. **SETTLEMENT OF DISPUTES**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.
III. SPECIAL CONDITIONS OF CONTRACT

GC Clause Amendments of and Supplements to Clauses in the General Conditions of Contract

1.6 The Authorized Representatives are:

For the Client:

[name & address of Nodal Officer]

For the Consultant:

________________________________________________________________________
________________________________________________________________________

3.2.3 For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

3.4 The Consultant shall ensure to cover the following risks and take the necessary coverages in this regard:

(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(b) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.2 The amount in Indian currency is Rs. ________________.

6.4 Payments shall be made according to the Clause 2.3.3 of Section 2 (Terms of Reference).

7.2 **Dispute Settlement**

In the event of dispute or difference arising between BDA and the consultant out of or in relation to this Agreement and so notified in writing by either Party to the other (the “Dispute”), the same shall be discussed in the first instance between the representatives of the consultant and representatives of BDA. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorized signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Vice Chairman (VC) of BDA within 10 days after the passage of this time. The VC, BDA would appoint the sole arbitrator. However, failing to any agreement on the appointment of sole arbitrator, each party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding arbitrator. The decision of arbitrator(s) shall be final & binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the VC, BDA. The place of arbitration will be Bhubaneswar. The provisions of the Arbitration and Conciliation Act, 1996 shall apply and the language of arbitration shall be English.

The courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the BDA and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
IV. APPENDICES

Appendix A — Description of the Services

Appendix B — Reporting Requirements

Appendix C — Key Personnel and Sub-consultants

Appendix D — Break-down of Contract Price in Indian Currency

Appendix E — Services and Facilities Provided by Client

Appendix F — Form of Bank Guarantee for Advance Payment
Appendix A

Description of the Services

[Give detailed descriptions of the services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

As contained in Scope of RFP- Section- 3
Appendix B

Reporting Requirements

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable." ]
Appendix C

Key Personnel and Sub-consultants

(Refer Clause 3.6.1.6 of General Conditions of Contract)

List under:

C-1: Names and Titles, detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work on the assignment, and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1.

C-3 Same information as C-1 for key local personnel.
Appendix D

Break-up of Contract Price in Indian Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for Personnel (Key Personnel and other Personnel).

2. Reimbursable expenditures

This appendix will exclusively be used for determining remuneration for additional services.
Appendix E

Services and Facilities Provided by the Client

[Indicative list – State/ULB may ascertain what documents are to be provided to the Consultant for this assignment]

1. Climate Resilient Planning
   (*Climate Smart City Policy is being developed under BSCL)

2. Sustainable Development Strategy
   (UN Habitat Policy can be referred)

3. Economic Development Strategy
   (*Bhubaneswar Economic Development Strategy under SmUDI Programme is being developed by Delloitte)

4. Physical and Social Development Strategy
   (*UNFPA can provide support to document strategies and interventions regarding Social Development in coordination with the BUKC
   *GIS Based Mapping of Urban Utility Assets is being conducted under Directorate of Town Planning, H&UD Department)

5. Smart Sustainable Urban Transport
   (*Low Carbon Mobility Plan being prepared in collaboration with GIZ)

6. Transit Oriented Development
   (*The draft TOD Proposals have been developed by IBI)

7. Green Blue Comprehensive Development Plan

8. Heritage resource management plan
   (*Heritage resource management plan is being prepared by BUKC)

9. Redevelopment Strategy


11. Maps in digital format or hard copies.

12. Any reports which are available only with the Client and relevant to the assignment.
Appendix F

Form for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee: ________________________ Date: ________________________

Sir,

In consideration of Bhubaneswar Development Authority (hereinafter referred as the ‘Client’, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s ________________________ (hereinafter referred to as the ‘Consultant’ which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client’s Contract Agreement No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. __________ (in words and figures) for GIS-based Comprehensive Development Plan -2040 for Bhubaneswar (hereinafter called the ‘Contract’) and the Client having agreed to make payment to the Consultant for performance of the above Contract as per the contract for consultancy service against Bank Guarantee to be furnished by the Consultant as security for the performance of the Consultant’s obligation and/or discharge of the Consultant’s liabilities under / and/or in connection with the said contract.

We (Name of Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand in writing all amounts demanded by the Client with reference to this guarantee/undertaking to the extent of Rs. __________ aforesaid at any time (upto 20% of the contract amount) without any demur, reservation, contest, recourse or protest and/or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee. And the Bank hereby further agrees as follows:

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Client and liabilities of the Consultant arising upto and until 12 months from the date of the approval of the [Comprehensive Development Plan]on consultancy services provided by the Consultant provided that the Bank shall upon the written request of the Client made within in 6 (six) months of the said date extend this
Guarantee/Undertaking by a further 6 (six) months from the said date, within which the Client may make a demand hereunder.

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant’s obligation/liabilities under and/or in connection with the said contract and the Client shall have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Client in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Consultant.

4. Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Consultant (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Consultant or any other order or Communication whatsoever by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to the Client in terms hereof.

5. Notwithstanding anything contained herein:

(a) The Bank’s liability under this Guarantee/Undertaking shall not exceed Rs. ________________________________ .

(b) This Guarantee/Undertaking shall remain in force up to 12 months from the date of approval of the [Comprehensive Development Plan] by the Client.

6. The Bank hereby declares that Shri ______________________ (name & designation of the person authorized to sign on behalf of the Bank) is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)
Name & Designation
Name of the Bank