



Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg
Bhubaneswar – 751001

Notice No: 7209 /BDA

Date: 09/04/2020

**RFP FOR SELECTION OF PROGRAMME MANAGEMENT CONSULTANT
FOR BHUBANESWAR URBAN KNOWLEDGE CENTER (BUKC)**

Bhubaneswar Development Authority (BDA) invites Proposal for selection of Programme Management Consultant (PgMC) for Bhubaneswar Urban Knowledge Center (BUKC). The RFP document shall be available from **15/04/2020** onwards in BDA web portal, i.e. **www.bda.gov.in**. Any further intimation (i.e. Corrigendum/ Addendum/ Responses to the queries/ Clarifications) shall be uploaded in BDA website only.

The bidders are requested to submit their pre-bid queries/ clarification through E-mail (bdabbsr1983@gmail.com) only by **22/04/2020, 5.00 P.M.** The Last date for receipt of proposals is **16/05/2020 by 3.00 P.M.** and the same would be opened on **16/05/2020 at 4.00 P.M.** Please refer the RFP documents for further details.

BDA reserves the right to accept or reject bid process without assigning any reasons thereof.

Sd /-

**Senior Admin. Officer,
Bhubaneswar Development Authority
Bhubaneswar, Odisha**

REQUEST FOR PROPOSAL

RFP No.:7209 Dated 09/04/2020

Name of Assignment: **SELECTION OF PROGRAMME
MANAGEMENT CONSULTANT FOR
BHUBANESWAR URBAN
KNOWLEDGE CENTER (BUKC)**



Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg
Bhubaneswar – 751001

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DISCLAIMER

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

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

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

for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will

remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Section1. Instructions to Bidders and Data Sheet

A. General Provisions

1. Definitions

- (a) “Additional Resource” means any professional and support staff, in addition to the Key Experts and the Programme Support Staff, who may be engaged by the Consultant to provide the Services.
- (b) “Affiliate” means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (d) “BDA” means Bhubaneswar Development Authority, constituted under Odisha Development Authority Act 1982.
- (e) “Bidder” means any person that submits a Proposal pursuant to this RFP. The Bidder may be a single company/partnership firm/ acting in its individual capacity or Consortium. The term Bidder used hereinafter shall apply to both a single entity as well as a Consortium.
- (f) “BMC” means Bhubaneswar Municipal Corporation.
- (g) “BSCL” means Bhubaneswar Smart City Limited.
- (h) “Bhubaneswar Urban Knowledge Center” shall have the meaning ascribed to it in Clause 2.
- (i) “Category A Assignment” means an assignment which meets the criteria set out in Clause 27(ii) of the Data Sheet
- (j) “Category B Assignment” means an assignment which meets the criteria set out in Clause 27(ii) of the Data Sheet

- (k) “Category C Assignment” means an assignment which meets the criteria set out in Clause 27(ii) of the Data Sheet
- (l) “Category D Assignment” means an assignment which meets the criteria set out in Clause 27(ii) of the Data Sheet.
- (m) “Category E Assignment” means an assignment which meets the criteria set out in Clause 27(ii) of the Data Sheet.
- (n) “CRUT” means Capital Region Urban Transport, formerly known as Bhubaneswar Puri Transport Services Limited.
- (o) “Clause” means a clause of the ITC.
- (p) “Client” means Bhubaneswar Development Authority (BDA), the implementing agency that will sign the Contract for the Services with the selected Consultant.
- (q) “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- (r) “Consortium” means any combination of Companies or firm that have formed a consortium or association for the purpose of submitting a Proposal and for implementing the Project if such consortium or association is declared the Selected Bidder.
- (s) “Consortium Agreement” means a binding consortium agreement to be entered into by the Members of a Consortium that submits a Proposal pursuant to the RFP, in the format set out at Appendix 10.
- (t) “Consultant” means the successful Bidder selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- (u) “Contract” means the legally binding written agreement to be executed between the Client and the selected Consultant. A draft of the

Contract is set out in Section 7 and includes all the documents listed in clause 1 of the draft Contract (i.e., the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

- (v) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.
- (w) “Data Sheet” means the data sheet set out in Part E of Section 1 with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITC.
- (x) “Day” means a calendar day.
- (y) “Eligible Assignment” means either a Category A Assignment or a Category B Assignment or a Category C Assignment or a Category D Assignment or a Category E which meets the criteria set out in Clause 27(ii) of the Data Sheet
- (z) “Eligibility Criteria” means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Data Sheet and the other eligibility criteria specified in this ITC, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
- (aa) “EMD” shall have the meaning ascribed to it in Clause 19.
- (bb) “Expert Pool” means the team of Key Experts proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Key Experts, as specified in Section 6 (Table A) of the Terms of Reference and Form FIN-3 of the RFP. It is clarified that the Expert

Pool will not include any Programme Support Staff.

- (cc) “Financial Proposal” means the financial proposal of the Bidder comprising the documents set out in Clause 18.
- (dd) “GoO” means the Government of Odisha
- (ee) “GoI” means the Government of India.
- (ff) “Key Expert” means an individual proposed to be engaged by a Bidder, if selected as the Consultant, as a part of the Expert Pool, who must have the minimum qualification and experience as specified in Section 6 of the Terms of Reference for the position that such individual is proposed to hold in the Expert Pool. As the experience, knowledge, skill and qualification of each Key Expert is critical to the performance of the Services, the curriculum vitae (CVs) of each Key Expert, submitted by a Bidder as a part of its Proposal, will be taken into account in the evaluation of the Technical Proposals.
- (gg) “Lead Member” means the Member nominated by the other Members of the Bidder to act as the lead member in accordance with Appendix 9 of this RFP.
- (hh) “Member” means, a Member of a Consortium.
- (ii) “ITC” mean the Instructions to Consultants set out in Section 1 of the RFP that provides the Bidders with all the information needed to prepare their Proposals & formats prescribed in Section-2 of RFP.
- (jj) “MoUD” means the Ministry of Urban Development, GoI.
- (kk) “Person” means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.

- (ll) “Personnel” means, collectively, Key Experts, Programme Support Team, and any other personnel proposed to be engaged by a Bidder, if selected as the Consultant, to provide the Services.
- (mm) “PgMC Office” shall have the meaning ascribed to it in the Terms of Reference.
- (nn) “Programme Support Staff” means an individual proposed to be engaged by a Bidder, if selected as the Consultant, as a part of the Programme Support Team, who must have the minimum qualification and experience as specified in Section 6 of the Terms of Reference for the function that such individual is required to perform as a part of the Programme Support Team. The CV of each Programme Support Staff is required to be submitted by a Bidder as part of its Proposal, however, the CVs of the Programme Support Staff will not be considered in the evaluation of the Technical Proposals.
- (oo) “Programme Support Team” means the team of Programme Support Staff proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Programme Support Staff with the relevant qualification and experience, as specified in Section 6 of the Terms of Reference. It is clarified that the Programme Support Team will not include any Key Expert.
- (pp) “Performance Security” shall have the meaning ascribed to it in Clause 24.
- (qq) “Proposal” means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- (rr) “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Data Sheet.
- (ss) “Qualification Documents” means the documents submitted by the Bidder to

demonstrate its eligibility in accordance with Clause 17.

- (tt) “Reimbursable Expenses” shall have the meaning ascribed to it in Clause 18 of the Data Sheet.
- (uu) “Resource Pool” means the pool of Additional Resources who may be engaged by the Consultant to provide the Services (i.e., in addition to the Expert Pool and the Programme Support Team) with prior approval of the Client.
- (vv) “RFP” means this, request for proposal along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- (ww) “Services” means the work to be performed by the Consultant pursuant to the Contract, as described in greater detail in the TOR.
- (xx) “Technical Proposal” means the technical proposal of the Bidder comprising the documents set out in Clause 17.
- (yy) “TOR or Terms of Reference” means the terms of reference set out in Section 6 of the RFP that explain the objectives, scope of work, activities, tasks to be performed, respective role and responsibilities of the Client and the Consultant, and expected results and deliverables of the BUKC Project.
- (zz) “VC” means the Vice Chairman of the Client.

2. Introduction

2.1 Background

As a part of Bhubaneswar’s award-winning smart city proposal, BDA had established the Bhubaneswar Urban Knowledge Centre (BUKC) as an extended technical arm of BDA. Established in BDA from Nov’16, the BUKC comprises of various professionals in the field of urban planning, designing, transport planning & communication-branding; and has been providing technical support to BDA, BMC, BSCL & CRUT and

other city/ state level agencies. Currently a consultancy firm is engaged for providing Programme Management Consultancy (PgMC) Services for BUKC.

2.2 Objective

Through this RfP, BDA is seeking proposal from eligible consultancy firms for Bhubaneswar Urban Knowledge Centre in BDA premises & provide sustained technical support to BDA & other city agencies while undertaking prescribed scope of work.

2.3 Functions of BUKC

Detailed scope of work along with the function of BUKC is provided in Section 6.

2.4 Miscellaneous

(a) The standard form of Contract (appended to the RFP at Section 7), which will be signed between the Client and the selected Consultant is for a term of 3 (three) years, which term may be extended on mutually acceptable terms and conditions.

(b) The Client has adopted a single-stage bid process for selection of the Consultant. Bidders who are eligible in accordance with ITC of the RFP are invited to submit their Proposals for providing the Services, which will consist of three parts: (i) Qualification Documents; (ii) Technical Proposal; and (iii) Financial Proposal, each in the formats specified in Section 2 and 3.

(c) The evaluation of the Proposals will be carried out in three sub-stages:

- (i) The first sub-stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
- (ii) In the second sub-stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine compliance with

the requirements of this RFP, including the TOR. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final sub-stage.

- (iii) In the third and final sub-stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have achieved at least the minimum qualifying technical score will be evaluated and scored in accordance with the formula specified in the Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of their combined weighted technical score and financial score, with 80% weightage being assigned to the Technical Proposal and 20% weightage to the Financial Proposal.
- (d) The first ranking Bidder will be invited to participate in negotiations with the Client in accordance with Clause 31. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the first ranking Bidder, declaring the first ranking Bidder to be the selected Consultant. Following receipt of the letter of award, the Bidder will furnish the Performance Security in accordance with Clause 24, fulfill any other conditions specified in the letter of award and execute the Contract with the Client.
- (e) The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP through e-mail address provided in the Data Sheet.
- (f) The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Consultant, as

set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Consultant or the scope of the Services or the terms of the Contract.

Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

(g) The Client will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals.

(h) The Client will endeavor to adhere to the timelines set out in the Data Sheet for carrying out the bid process and award of the Contract.

(i) It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.

3. Conflict of Interest

3.1 The Bidder is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The bidder has an obligation to disclose in express terms to the Client any situation of actual possible or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the bidder or the termination of its Contract and/or sanctions by the Bank.

3.3 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be hired as the Consultant under the circumstances set forth below:

- a. Conflicting activities** Conflict between consulting activities and procurement of goods, works or non-consulting services: a bidder that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a bidder hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. Conflicting assignments** Conflict among consulting assignments: a bidder (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder for the same or for another Client.
- c. Conflicting relationships** Relationship with the Client's staff: a bidder (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client (or of implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- 4. Unfair Competitive Advantage** Fairness and transparency in the selection process require that the bidder or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet, if any and make available together with this RFP all information that would in that respect give the bidder any unfair competitive advantage over competing Consultants.
- 5. Corrupt and Fraudulent Practices** **5.1** The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything

to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 5.

- 5.2** To this end, the Bidder shall permit and shall cause its agents and Personnel to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and in case of the Consultant, the performance of the Contract and to have them audited by auditors appointed by the Client.

6. Eligibility

- 6.1** A company incorporated under the Companies Act or an equivalent law outside India or a firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal. However, the bidder must have a valid GST registration in India.
- 6.2** Consortium will be allowed for maximum 2 (Two) partners. A company/firm will be allowed to use credentials of parent company or associate companies to meet the technical and financial eligibility criteria and for marking under the technical evaluation, provided sufficient documentary proof is submitted with the bid proposal.
- 6.3** Furthermore, it is the Bidder's responsibility to ensure that it's Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements specified in the RFP.
- 6.4** If the Bidder is a Consortium, then the Consortium and its Members shall comply with the following conditions:

- i. The number of Members in such Consortium shall not exceed 2 (two).
- ii. The Proposal submitted by the Consortium should contain the required information for each Member and a brief description of the roles and responsibilities of each Member.
- iii. The Members shall nominate the Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of the Consortium and shall be in the format set out in Appendix 9. The Lead Member shall have the authority to represent and bind all the Members during the Bid Process; and, if the Consortium is declared as the Selected Bidder, during & throughout the execution of the Project.
- iv. The Consortium shall submit a binding and enforceable Consortium Agreement, in the format set out in Appendix 10, and the Members shall not be permitted to amend or terminate the Consortium Agreement, at any time during the validity of the Proposal without the prior consent of Client i.e.BDA.
- v. The Members of the Consortium shall undertake that they shall be jointly and severally responsible and liable for meeting all of the Consultant obligations in relation to the Project, in accordance with the Consultant Agreement.
- vi. Change in the members of the Consortium will not be allowed.

7. Acknowledgement by Bidder

- 7.1** It shall be deemed that by submitting the Proposal, the Bidder has:
- (i) made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;

- (ii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- (iii) Satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
- (iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the BUKC Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
- (v) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.

8. Rights of the Client

8.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend / cancel the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the Consultant;
- (ii) consult with any Bidder in order to receive clarification or further information;

- (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Client;
- (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Consultant, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.

8.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Client reserves the right to:

- (i) invite the next ranked Bidder to negotiate the Contract, except in the case where the rejection is for the reason mentioned in Clause 8.1 (vi); or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the

qualified Bidders or annulling the entire bid process.

B. Preparation of Proposals

9. General Considerations

In preparing the Proposal, the Bidder is expected to examine the RFP in detail. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

10. Cost of Preparation of Proposal

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Bidder.

11. Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language(s) specified in the Data Sheet.

12. Documents Comprising the Proposal

- (a) The Proposal shall consist of 3 parts: (a) Qualification Documents; (b) the Technical Proposal; and (c) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 17 and 18.
- (b) The Bidder shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Form FIN-1).

13. Only One Proposal

- (a) The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, either individually or as a Member of a Consortium, all such Proposals shall be

disqualified and rejected. Further, a Bidder's proposed Key Experts and Programme Support Staff are also precluded from participating as Key Experts and Programme Support Staff in more than one Proposal.

**14. Proposal
Validity**

- (a) Each Proposal must remain valid for the period specified in the Data Sheet.
- (b) During the Proposal validity period (as specified in the Data Sheet), the Bidder shall maintain its original Proposal without any change, including in the proposed Expert Pool and the Financial Proposal.
- (c) If it is established that any Key Expert nominated in the Bidder's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be rejected and may be subject to provisions specified in Section 5 for corrupt and fraudulent practices.

**Extension of
Validity Period**

- (d) The Client will make its best effort to complete the bid process and select the Consultant within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.
- (e) If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the continued availability of the Key Experts.
- (f) The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.
- (g) In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the

form of a bank guarantee) will also be extended for an equivalent period.

**Expert Pool and
Substitution of
Key Experts at
Validity
Extension**

- (h) The Consultant must have the requisite skill and experience to undertake the range of tasks specified in the TOR and the Contract. For this purpose, the Consultant shall constitute an Expert Pool which will comprise such number of Key Experts with the minimum qualification and experience, as specified in Section 6 (Table A) of the Terms of Reference. The composition of the Expert Pool, as stated in a Bidder's Technical Proposal, cannot be altered during the validity of the Proposal, except in accordance with the provisions of the RFP.
- (i) If the validity of the Proposal is extended and if any of the Key Experts become unavailable for the extended validity period, the Bidder shall provide a written justification and evidence satisfactory to the Client together with a substitution request. In such case, the replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. If a Key Expert is replaced by the Bidder prior to the evaluation of its Technical Proposal, the technical evaluation and score will be based on the credentials of the new/replacement Key Expert.
- (j) If the Bidder fails to provide a replacement Key Expert with equal or better qualifications, or if the reasons provided for the replacement of a Key Expert are unacceptable to the Client, such Proposal will be rejected by the Client.
- (k) The replacement of any Key Expert during the term of the Contract is permitted only in accordance with the Data Sheet.

Sub-Contracting

- (l) The Consultant may sub-contract part of the Services of Contract provided that the compensation for the sub consultant(s) shall not exceed 30% of the total value of the Contract.

**15. Clarification
and
Amendment of
the RFP**

- (a) The Bidder may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Data Sheet. Any queries or requests for additional information in relation to the RFP should be submitted through email. The e-mail must clearly bear the subject line and sent to the e-mail address indicated in the Data Sheet.

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- i. At any time before the Proposal Due Date, the Client may amend the RFP by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do.
- ii. If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take

an amendment into account in their Proposals.

- iii. Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.

- (b) The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.

16. Preparation of Proposals – Specific Considerations

While preparing the Proposal, the Bidder must give particular attention to the estimated Key Experts’ time input (expressed in man-month) as set out in Section 6 (Table A) of the Terms of Reference.

17. Qualification Documents, Technical Proposal Format and Content

- (a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.
- (b) The Qualification Documents submitted by a Bidder shall comprise the following:
 - (i) The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
 - (ii) Details of the Bidder in form set out at Appendix 2;
 - (iii) The bid document processing fee in the form of a demand draft drawn in favour of the “Bhubaneswar Development Authority”;
 - (iv) The EMD: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3;

- (v) A power of attorney for signing the Proposal in the format set out in Appendix 4;
 - (vi) Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
 - (vii) Certificate from statutory auditor regarding the annual turnover of the Bidder in the format set out in Appendix 6;
 - (viii) Technical qualification of the Bidder in the format set out in Appendix 7 along with supporting certificates from clients;
 - (ix) Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 8;
 - (x) Copy of GST registration in India; and
 - (xi) Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws.
- (c) The Technical Proposal submitted by a Bidder shall comprise the following:
- (i) Suggestions on the TOR and facilities to be provided by the Consultant in the format set out in Form TECH-1;
 - (ii) Description of approach, methodology, and work plan in the format set out in Form TECH-2;
 - (iii) Work schedule for Deliverables in the format set out in Form TECH-3;
 - (iv) Team composition and Key Experts' inputs and curriculum vitae of Expert

Pool and Programme Support Team in the format set out in Form TECH-4; and

- (v) undertaking regarding availability of Key Experts in the format set out in Form TECH-5.
- (vi) The Technical Presentation in MS Power Point format written on a CD/DVD and marked & sealed in a cover.

The Bidder shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.

18. Financial Proposal

- (a) The Financial Proposal submitted by the Bidder shall comprise the following:
 - (a) Financial Proposal Submission Form in the format set out in Form FIN-1;
 - (b) Summary of costs in the format set out in Form FIN-2; and
 - (c) Breakdown of remuneration in the format set out in Form FIN-3.

Reimbursable Expenses as set out in the Data Sheet will be reimbursed to the Bidder on an actual basis on production of supporting documents and approval of such Reimbursable Expenses by the Client. The Reimbursable expenses should not be the part of Total Value of Contract.

Price Adjustment

- (b) The remuneration for the Expert Pool and the Programme Support Team quoted by the Consultant in its Financial Proposal shall be fixed price (without any escalation) for the contract period. However any further extension of contract beyond 3 years, there shall be one time escalation of 10% for further period of 2 years.

- | | |
|----------------------------------|---|
| Taxes | (c) The Consultant and its Personnel are responsible for meeting all tax liabilities arising out of the Contract. |
| Currency of Proposal | (d) The Bidder shall submit its Financial Proposal in Indian Rupees. |
| Currency of Payment | (e) Payments under the Contract shall be made in Indian Rupees. |
| 19. Earnest Money Deposit | <p>(a) An Earnest Money Deposit (EMD) amount as indicated in the Data Sheet in the form of a demand draft or irrevocable, unconditional and on-demand bank guarantee drawn in favour of the Client and payable at Bhubaneswar must be submitted along with the Proposal.</p> <p>(b) Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>(c) The EMD submitted along with the Proposal will remain valid till the validity of the Proposal, including any extensions thereof.</p> <p>(d) No interest shall be payable by the Client for the sum deposited as EMD.</p> <p>(e) Unless forfeited in accordance with Clause 20 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the selected Bidder. The EMD of the selected Bidder (i.e., the Consultant) will be returned upon furnishing the Performance Security in accordance with Clause 24.</p> |
| 20. Forfeiture of EMD | <p>The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:</p> <p>(a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.</p> |

- (b) If a Bidder is disqualified in accordance with Clause 3;
- (c) 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.
- (d) 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 Clause 24 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.

21. Cost of Bid documents and Processing Fees

- (a) All Bidders are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents and processing fees as follows:
 - a. Bid document cost and processing fee shall be paid through demand draft drawn in favour of the Client.
 - b. The cost of bid document and processing fee is non-refundable.

Please note that the Proposal, which does not include the cost of Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.

C. Submission, Opening and Evaluation

22. Submission, Sealing, and Marking of Proposals

- (a) The Bidder shall submit a signed and complete Proposal comprising the documents specified in Clause 17 and Clause 18.
- (b) The Technical and Financial Proposals must necessarily be “Hard Bound” separately and all pages serially numbered.
- (c) The Proposal shall be submitted in physical form (hard copy) and to be submitted by registered post, speed post or courier in the manner and to the address specified in the Data Sheet:

The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder (Lead Member in case of Consortium) shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4.

- (d) The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- (e) The signed Proposal shall be marked “Original”, and its copies marked “Copy”¹ as appropriate. The number of copies required to be submitted is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

¹Copy means photo copy (ies) of the original proposal.

- (f) The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:

- (a) The first envelope (Envelope A) will contain the Qualification Documents in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR BHUBANESWAR URBAN
KNOWLEDGE CENTER–
QUALIFICATION DOCUMENTS
DO NOT OPEN BEFORE [Insert Time Indicated
in the Data Sheet] ON [Proposal Due Date]”

- (b) The second envelope (Envelope B) will contain the Technical Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR BHUBANESWAR URBAN
KNOWLEDGE CENTER –
TECHNICAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF
EVALUATION OF QUALIFICATION
DOCUMENTS”

- (g) The third envelope (Envelope C) will contain the original Financial Proposal and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR BHUBANESWAR URBAN
KNOWLEDGE CENTER –
FINANCIAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF
EVALUATION OF TECHNICAL PROPOSAL”

- (h) The sealed envelopes containing the Qualification Documents, Technical Proposal and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Bidder and the RFP reference number and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT
CONSULTANT FOR BHUBANESWAR URBAN
KNOWLEDGE CENTER –
PROPOSAL

DO NOT OPEN BEFORE **[Insert Time Indicated in the Data Sheet]** ON [Proposal Due Date”].

- (i) If the envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

23. Confidentiality

- (a) From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification Documents, Technical Proposal and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially involved with the bid process, until the publication of the Contract award.
- (b) Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.
- (c) Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

24. Performance Security

- 24.1 Upon selection, the Consultant shall furnish to the Client, a performance security of the amount specified in Clause 24.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Consultant under the Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand

bank guarantee issued in favour of the Client in the format appended to the Contract.

24.2 The Performance Security shall be for an amount equal to **10% (Ten percent)** of the total value of the Contract.

25. Opening and Evaluation of Proposals

- (a) The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.
- (b) The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.
- (c) The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Bidders whose authorized representatives choose to attend the bid opening event.

26. Responsiveness and Eligibility Tests

- (a) First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible for further evaluation. At the opening of the Qualification Documents, the following shall be read out:

- the name and the country of the Bidder;
- the presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; and
- any modifications to the Proposal submitted prior to the Proposal Due Date.
- any other information deemed appropriate.

The Qualification Documents shall be considered responsive only if:

- (a) all documents specified in Clause 17 are received in the prescribed format;
- (b) the Proposal is received by the Proposal Due Date;
- (c) it is signed, sealed and marked as specified in Clause 22;

- (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
- (e) it does not contain any condition or qualification.
- (b) The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.
- (c) If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Bidder does not meet the Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.
- (d) Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.

27. Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder;
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions,

then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected.

Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as specified in the

Data Sheet, on their Technical Proposals will be opened by the Client.

**28. Public
Opening of
Financial
Proposals (for
QCBS,
methods)**

- (a) After the evaluation of Technical Proposals of eligible Bidders is completed, Client shall notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's cost and choice.
- (b) The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores shall be read aloud. The Financial Proposals will then be evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFP. If any Financial Proposal is found:
 - (i) not to be complete in all respects;
 - (ii) not duly signed by the authorized signatory of the Bidder;
 - (iii) not to be in the prescribed format; or
 - (iv) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded. Each responsive Financial Proposal will be given a

financial score on the basis of the formula specified in the Data Sheet.

29. Correction of Errors

- (a) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder in the time input in man-months for any Key Expert and/or the Programme Support Staff, the Technical Proposal shall prevail and the Client's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate per man month included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.

30. Combined Quality and Cost Evaluation

- (a) The total score of an eligible and technically qualified Bidder will be calculated by weighting its technical score and financial score and adding them as per the formula set out in the Data Sheet. The Proposals of the eligible and technically qualified Bidders will then be ranked on the basis of their combined weighted technical and financial score. The Bidder achieving the highest combined weighted technical and financial score may be issued a letter of invitation by the Client to negotiate the Contract with the Client.

If 2 or more Bidders are ranked the highest bidders with the same combined weighted technical and financial score, the Proposal with the higher technical score will be ranked first.

Subject to Clause 32, the first/highest ranked Bidder will ordinarily be the selected Bidder.

D. Negotiations and Award

31. Negotiations

- (a) The first/highest ranking bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's authorized representative. The negotiations will be for re-confirming the obligations of the Consultant under the Contract and the RFP and finalising the detailed work plan, deliverables, payment milestones and the proposed Expert Pool and Programme Support Team.
- (b) The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

The first/highest ranking Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14. Failure to confirm the Key Experts' availability may result in the rejection of the first/highest ranking Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

Notwithstanding the above, the substitution of Key Experts during the negotiations may be considered if such substitution is due solely to circumstances outside the reasonable control of and not foreseeable by the first/highest ranking Bidder, including but not limited to death or medical incapacity. In such case, the first/highest ranking Bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert.

b. Technical negotiations

The negotiations will include discussions on the Terms of Reference (TORs), the proposed

methodology, quality of work plan, the Client's inputs, deployment of the Key Experts and the Programme Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the Consultant. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

The negotiations may include discussions on the Scope of Work, number of manpower required, qualification and experience of manpower and should be reflected in the Contract.

The total price stated in the Financial Proposal shall not be negotiated.

32. Conclusion of Negotiations

- (a) The negotiations will be concluded with a review of the draft Contract.
- (b) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

33. Award of Contract

- (a) Unless otherwise decided for cancellation of Bid and after completing the negotiations, the Client shall issue a letter of award to the selected Bidder:
 - (i) accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;

- (ii) appointing it as the Consultant;
- (iii) requesting it to submit the Performance Security in accordance with Clause 24;
- (iv) Deleted;
- (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.

- (b) The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- (c) If the selected Bidder fails to satisfy the conditions specified in Clause 33.1 above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

34. Litigation & Jurisdiction

For all purposes, the Civil Court at Bhubaneswar only have jurisdiction to entertain all dispute concerning to this RFP / Bid. In exclusion of jurisdiction of any other Court / forum prescribed / to be prescribed under any other Act(s) / Code(s) including Code of Civil Procedure 1908.

E. Data Sheet

A. General

ITC Clause Reference

2.1 **Name of the Client:** Bhubaneswar Development Authority (BDA)

Method of selection: Quality and Cost Based Selection
80:20 (Technical: Financial)

2.4 (c)ii **Minimum qualifying technical points:** 70

2.4 (c)iii **Please refer clause 30 of Data Sheet.**

2.4 (e) **A pre-bid meeting will be held:** No,

Bidders are requested to submit their queries through E-mail, i.e. bdabbsr1983@gmail.com on or before 22nd April, 2020 by 05:00 PM. Bidders shall clearly indicate in the subject line of such mail as “Request for clarification – RFP No. _____ for BUKC”.

2.4 (h) **SCHEDULE OF BIDDING PROCESS**

The client shall endeavor to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Issue of Advertisement	15 th April, 2020
2	Uploading of RFP (in bda.gov.in)	15 th April, 2020
3	Last date of receiving Pre-bid Queries/ Clarifications	22 nd , April, 2020 at 05.00 PM
4	Last Date of submission of Proposals	16 th May, 2020 by 3.00 PM
5	Opening of Proposals (Qualification & Technical Proposals)	16 th May, 2020 at 4.00 PM
6	Technical presentation	28 th May, 2020 at 11.00 AM
7	Opening of Financial Proposal	To be intimated to technical qualified bidder

8	Validity of Proposal	180 days from the last date of submission of proposal
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B. Preparation of Proposals

11 This RFP has been issued in the English language.

Proposals shall be submitted in English Language.

All correspondence exchange shall be in English Language.

No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any document is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/authorized/licensed translator², in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

14 (a) **Proposals must remain valid for 180** (one hundred and eighty) calendar days after the Proposal Due Date.

14 (k) (a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. If the Consultant proposes to change more than 2 Key Experts in the 1st year, 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 Program manager /International Expert in the 1st year, then the penalty shall be 50% of the professional fee quoted for the Program manager / International Expert.

(b) During the 2nd year of the Contract, Consultant may change a maximum of 3 Key Experts with the prior consent

²Approved/authorized/licensed translator means one who is certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, phone number and mail-id.

of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. 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.

- (c) During the 3rd year of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 50% of the Key Experts forming part of the Expert Pool as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in the number of key experts more than the above prescribed limit beyond 3rd year, penalty of 10% of the professional fee quoted for that expert shall be imposed by the Client.

15 Clarifications may be requested through E-mail only not later than the date and time specified in Schedule of Bidding Process

The contact information for requesting clarifications is:
E-mail: bdabbsr1983@gmail.com

The Client shall make reasonable efforts to respond to the queries or request for clarifications.

18 Reimbursable Expenses:

Reimbursable Expenses means the expenses incurred by or that may be incurred by the Bidder with prior approval of Client.

- (a) The Reimbursable will not be included in the Total Value of the Contract.
- (b) The consultant will be required to take prior approval for incurring Reimbursable Expenses. All approved amounts will be reimbursed to the Consultant as per actuals on submission of proof of bills and approval thereof by the Client.
- (c) The approval of the expenses shall be at the sole discretion of the Client.

- 18 (b)** A price adjustment provision applies to remuneration rates:

The prices quoted by the Consultant in Section -3 of RFP i.e. Financial Proposal shall be fixed for the entire duration of contract period of 3 years.

In the event Client intends to extend the contract period beyond 3 years there shall one time increase in the quoted price by 10% for the extended period of 2 years.

- 18 (c)** Amount payable by the Client to the Consultant under the contract to be subject to local taxation: **Yes**

GST shall be payable on the quoted amount by the Client to the Consultant as per applicable laws. Any other taxes / charges / fees / cess / etc. payable in connection with the Services will be borne by the Consultant.

- 19 (a)** An EMD of **INR 10,00,000 (Indian Rupees Ten Lakhs)** in the form of a demand draft or bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the “Bhubaneswar Development Authority” and payable at “Bhubaneswar”, must be submitted along with the Proposal.

If the EMD is submitted through a bank guarantee, it must be in the format set out in **Appendix 3** and the minimum validity date of the bank guarantee should be 240 (two hundred forty) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.

- 21** Cost of Bid documents and processing fee of **INR 11,800** (Indian Rupees Eleven Thousand Eight Hundred only) (i.e INR 10,000/-+ GST 18%) shall be paid through a demand draft in favour of the Bhubaneswar Development Authority and payable at Bhubaneswar.

C. Submission, Opening and Evaluation

- 22** **The Consultant must submit the following number of copies of the Proposal:**

- i. **Qualification Documents** – 1 original and 1 copy
- ii. **Technical Proposal** – 1 original and 1 copy

- iii. **Financial Proposal** – Only the original Financial Proposal needs to be submitted as a part of the Proposal.

The Proposals must be submitted no later than:

Date: 16th, May 2020

Time: till 3:00 P.M.

The Proposal must be delivered in physical form to the following address::

Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar, Odisha (INDIA)
Pin -751001

25 (b) The opening of the Proposals shall start at:

Conference hall, 1st Floor
Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar, Odisha (INDIA)
Pin 751001

Date: 16th, May 2020

Time: at 4:00 P.M.

27 Eligibility Criteria

(i) Financial Eligibility:

The Bidder should have a minimum average annual turnover of INR 30,00,00,000.00 (Indian Rupees Thirty Crores only) in the three financial years 2017-18, 2018-19 and 2019-20 prior to the Proposal Due Date.

If the annual accounts for the Financial Year 2019-20 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year duly certified by CA. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall

submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2019-20 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.

(ii) Technical Eligibility:

The bidder should be operating in India and preceding the proposal submission date should have experience in following category of assignments:

- (a) **Category-A:** Should have successfully Completed a programme management consultancy or project monitoring unit for a government agency (central government or state government or PSUs or ULBs or Authorities or SPVs) for minimum 2 years in the urban planning, urban design, transportation, heritage conservation & communication & branding in the last 10 years.
- (b) **Category-B:** Should have successfully Completed a programme management consultancy or project monitoring unit for a government agency (central government or state government or PSUs or ULBs or Authorities or SPVs) for minimum 2 years in any urban infrastructure in the last 10 years.
- (c) **Category-C:** Have completed at least 2 master planning, or redevelopment planning or transit-oriented development projects (India or International) for government agencies in the last 10 years.
- (d) **Category-D:** Have completed at least 1 projects of streetscape/ NMT/ public bicycle sharing/ urban mobility related guidelines/ strategy/ city-wide plans in the last 10 years.
- (e) **Category-E:** Have completed at least 1 project related to communication, branding, training & capacity

building for government agency (India or international) in the last 10 years.

(iii) Other Eligibility Criteria

- (a) If any Bidder or its Affiliates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Affiliates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such Bidder will not be eligible to submit a Proposal. If the Client subsequently finds that a Bidder or any of its Affiliates is so barred, then the Client may disqualify the Bidder and reject its Proposal.
- (b) If any Bidder or its Affiliates has/have, in the 3 (three) years immediately preceding the Proposal Due Date: (i) been expelled from any project or contract by any government or government instrumentality; or (ii) had any contract terminated by any government or government instrumentality for breach by such Bidder or its Affiliates, as the case may be, then such Bidder will not be eligible to submit a Proposal.
- (c) Bidders will provide such evidence of their continued eligibility as the Client may request at any time during or after the bid process.

The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows:

Technical Proposal (Envelop B)

Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:

S No	Description	Maximum Points
(I)	Specific experience of the Bidder in undertaking Category A, Category B, Category C, Category D and Category E Assignments:	40

S No	Description	Maximum Points
	Sub Criteria	
	<p>Experience in Category A Assignment</p> <p>For each category A assignments, which meets the criteria set out above, the bidder will be awarded 6 mark per assignment.</p> <p>Experience in Category B Assignment</p> <p>For each category B assignments, which meets the criteria set out above, the bidder will be awarded 4 mark per assignment.</p> <p>Experience in Category C Assignment</p> <p>For each category C assignments, which meets the criteria set out above, the bidder will be awarded 2 mark per assignment.</p> <p>Experience in Category D Assignment</p> <p>For each category D assignments, which meets the criteria set out above, the bidder will be awarded 2 mark per assignment.</p> <p>Experience in Category E Assignment</p> <p>For each category E assignments, which meets the criteria set out above, the bidder will be awarded 2 mark per assignment.</p>	<p>12</p> <p>08</p> <p>08</p> <p>08</p> <p>04</p>
(II)	Presentation - Adequacy and quality of the proposed approach, methodology, and work plan in responding to the terms of Reference (TORs)	40
	Sub Criteria	

Section 1. Instructions to Bidders

	<p>(a) Technical Approach, Methodology including Presentation³ –30 Marks</p> <p>(b) Work Plan – 5 Marks</p> <p>(c) Organization and Staffing – 5 Marks</p> <p><i>{Notes to Bidder:</i></p> <p><i>(i) the Client will assess whether the proposed methodology is clear, responds to the TORs is realistic and implementable; overall team composition is balanced and has an appropriate skills mix and the work plan has right input of Experts.</i></p> <p><i>(ii) <u>The presentation shall be made by the Programme Manager only as per the details provided in the CVs.</u></i></p>																												
(III)	<p>Key Expert qualifications and competence for the assignment</p> <p><i>Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-4 to be prepared by the Consultant}</i></p>	20																											
	Sub Criteria																												
	<table border="1"> <thead> <tr> <th>S No</th><th>Position</th><th>Marks</th></tr> </thead> <tbody> <tr> <td>1</td><td>Programme Manager (Urban Planner / Urban Designer / Transport Planner)</td><td>5</td></tr> <tr> <td>2</td><td>Sr. Urban Designer (International)</td><td>3</td></tr> <tr> <td>3</td><td>Sr. Transport planner/ modeler</td><td>3</td></tr> <tr> <td>4</td><td>Mid-Level Urban Designer</td><td>1</td></tr> <tr> <td>5</td><td>Mid-Level Urban Planner</td><td>1</td></tr> <tr> <td>6</td><td>Mid-level Landscape Architect</td><td>1</td></tr> <tr> <td>7</td><td>Environmental Planner</td><td>2</td></tr> <tr> <td>8</td><td>Heritage/ Conservation Architect</td><td>2</td></tr> </tbody> </table>	S No	Position	Marks	1	Programme Manager (Urban Planner / Urban Designer / Transport Planner)	5	2	Sr. Urban Designer (International)	3	3	Sr. Transport planner/ modeler	3	4	Mid-Level Urban Designer	1	5	Mid-Level Urban Planner	1	6	Mid-level Landscape Architect	1	7	Environmental Planner	2	8	Heritage/ Conservation Architect	2	
S No	Position	Marks																											
1	Programme Manager (Urban Planner / Urban Designer / Transport Planner)	5																											
2	Sr. Urban Designer (International)	3																											
3	Sr. Transport planner/ modeler	3																											
4	Mid-Level Urban Designer	1																											
5	Mid-Level Urban Planner	1																											
6	Mid-level Landscape Architect	1																											
7	Environmental Planner	2																											
8	Heritage/ Conservation Architect	2																											

³For Technical approach and methodology presentation, Consultants whosoever shall qualify in the qualification documents shall be informed regarding the date of presentation.

	9	Communication & Branding Expert	2	
		Sub total	20	

The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:

For all the above positions

A1. Education	30%
A2. Professional Experience	70%

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical points that a Bidder requires to qualify for evaluation of the Financial Proposal is **70**.

**30
(QCBS
only)**

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:

$St = 100 \times T/Th$, in which “St” is the Technical score, “Th” is the highest Technical Score given, and “T” the Technical Score of the Proposal under consideration

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:

$Sf = 100 \times Fm/ F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.8, and

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%).

D. Negotiations and Award

- 31** **Expected date and address for contract negotiations:**
To be intimated later.
- 33 (b)** **Expected date for the commencement of the Services:**
Date: Shall be intimated to the selected agency **at:** BDA,
Bhubaneswar (Odisha)

Section 2. Qualification doc. & Technical Proposal – Standard Forms

QUALIFICATION DOCUMENTS

APPENDIX 1: QUALIFICATION DOCUMENTS AND PROPOSAL SUBMISSION FORM [On the Letter head of the Bidder]

{Location, Date}

To:

**Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar, Odisha (INDIA)
Pin: 751001**

**Ref: RFP for Selection of Programme Management Consultant (PgMC) for
Bhubaneswar Urban Knowledge Center.**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Bhubaneswar Urban Knowledge Center to be implemented by Bhubaneswar Development Authority in Bhubaneswar City of Odisha in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

We hereby declare that:

- (a) The Proposal is being submitted by _____ (***name of the Bidding*** company/partnership firm/***Lead Member in case of a Consortium***), who is the bidding company/partnership firm/the Lead Member of the Consortium [comprising _____ (***mention the names of the entities who are the Member***)]⁴, in accordance with the terms and conditions stipulated in the RFP. [Our Proposal as per the format specified in the RFP, and the Consortium Agreement.]⁵

⁴ To be deleted for a single entity bidder.

⁵ To be deleted for a single entity bidder.

All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.

- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 14.
- (d) We have no conflict of interest in accordance with Clause 3.
- (e) We and our Affiliates are not submitting more than one or separate Proposals.
- (f) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- (g) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors/managers/employees.
- (h) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (i) We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in the ITC. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
- (j) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we

or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.

- (k) In the last 3(three) years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (l) Except as stated in Clause 14 (h), if we are selected as the Consultant, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Expert Pool. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 and Clause 31 may lead to revocation of the letter of award/termination of the Contract.
- (m) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (n) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (o) Our Financial Proposal and the remuneration of the Expert Pool and Programme Support Team has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.
- (p) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Consultant, or in respect of the BUKC Project and the terms and implementation thereof.
- (q) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest

extent permitted by applicable law, our right to challenge the same on any account whatsoever.

- (r) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We remain,

Yours sincerely,

for and or behalf of (name of the bidder or lead member of the Consortium)

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER

(To be submitted on the letterhead of the Bidder)
(To be submitted by each member in case of Consortium)

1. (a) Name:

 (b) Country of incorporation:

 (c) Date of incorporation and/or commencement of business:

 (d) Weather Lead member or Consortium member:

2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment
 [*Note: Such description shall not exceed 5 type-written pages.*]:

3. Shareholding of the Bidder, if applicable

4. List of directors

5. Details of individual who will serve as the point of contact/
 communication for the Client⁶:

 (a) Name:

 (b) Designation:

 (c) Company:

 (d) Address:

 (e) Telephone Number:

 (f) E-Mail Address:

 (g) Fax Number:

6. Particulars of the Authorised Signatory of the Bidder:

⁶ In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Telephone Number:
- (e) E-Mail Address:
- (f) Fax Number:

APPENDIX 3: 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 **Selection of Programme Management Consultant for Bhubaneswar Urban Knowledge Center (BUKC)**, 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 Clause 24 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) (e) 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;
 - (d) 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)

APPENDIX4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of appropriate value or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name of the Bidder and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for **“Selection of Programme Management Consultant (PgMC) for Management of Bhubaneswar Urban Knowledge Center at BDA”**, including signing and submission of the Proposal and all accompanying documents, , providing information/responses to BDA, representing us in all matters before BDA, if selected, undertaking negotiations with BDA prior to the execution of the Contract and generally dealing with BDA in all matters in connection with our Proposal.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For _____
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

- *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter*

documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- *In case the Proposal is signed by an authorized director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.*
- *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney 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.*

APPENDIX 5: FINANCIAL QUALIFICATION OF THE BIDDER

S.No.	Financial Year	Annual Turnover (Rs. crore)
1	Financial Year 2017-18	
2	Financial Year 2018-19	
3	Financial Year 2019-20	

Note:

- *The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:*
 - (a) reflect the turnover of the Bidder;*
 - (b) be audited by a statutory auditor;*
 - (c) be complete, including all notes to the financial statements.*
- *The Bidder shall provide a statutory auditor's certificate specifying the annual Turnover of the Bidder in the form set out at Appendix-6.*
- *If the annual accounts for the Financial Year 2019-20 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2019-20 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.*

Date:

APPENDIX 6: CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING TURNOVER

(On the letter head of the Statutory Auditor)

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of *(name of the Bidder)* for the Financial Year 2017-18, 2018-19 and 2019-20 is as follows:

(In INR crores)

S. No.	Financial Year	Annual Turnover
1	Financial Year 2017-18	
2	Financial Year 2018-19	
3	Financial Year 2019-20	

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

APPENDIX 7: TECHNICAL QUALIFICATION

[The following table shall be filled in for the Bidder]

Name: *[insert full name]*

Date: *[Insert day, month, year]*

Bid no and Title: *[Insert bid number]*

Page *[Insert Page Number]* of *[Insert total number of pages]*

[Identify Eligible Assignments undertaken by the Bidder over the past 10 (ten) years and the details set out in the table below. The Eligible Assignments should be listed chronologically, according to their date of commencement]

Provide the project details category wise in separate table format given below:

Duration & Category of Assignment	Status (Complete/ Ongoing)	Eligible Assignment name & brief description of main deliverables/ output	Name of Client & Country of Eligible Assignment	Approx. contract value (in INR. Equivalent)/ amount paid to the Bidder for Eligible Assignment	Role of Bidder in Eligible Assignment	Certificate from the client provided
<i>{e.g., Jan.2009– Apr.2010}</i>		<i>{e.g., “Urban planning and transportation consulting services}</i>	<i>{e.g., Ministry of, country }</i>	<i>{e.g., INR 01 Cr.}</i>		<i>Yes/No a. Work Order b. Copy of completion</i>

Duration & Category of Assignment	Status (Complete/ Ongoing)	Eligible Assignment name& brief description of main deliverables/ output	Name of Client & Country of Eligible Assignment	Approx. contract value (in INR. Equivalent)/ amount paid to the Bidder for Eligible Assignment	Role of Bidder in Eligible Assignment	Certificate from the client provided
						certificate; [Issued by Compete nt Authorit y] or Self certificat ion signed by authoris ed signator y of the bidder

(Name and Signature of Authorized Signatory)

- For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.
- Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the Data Sheet.
- For each completed Eligible Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished. In case completion certificate

from the client is not available, self-certification by the authorized signatory of the bidder with contact details of the client can be provided.

- ***The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected bidder, any time thereafter.***
- ***The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client shall reject the bid or terminate the contract.***

APPENDIX 8: 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 **Selection of Programme Management Consultant (PgMC) for Management of Bhubaneswar Urban Knowledge Center at BDA** 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 thisDay 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.*

Appendix 9

FORMAT OF POWER OF ATTORNEY FOR APPOINTING THE LEAD MEMBER

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____
[name of the company/partnership firm/], a company/partnership firm
incorporated under the Relevant Act, having its Registered Office at
....[Address of the company/partnership firm] (hereinafter referred to as
“company/partnership firm”):

WHEREAS the company/partnership firm along with ____ and _____ (give
name and registered office address of other Member(s) of the Consortium) is
forming a Consortium to submit a Technical Proposal and Financial Proposal
in response to the Request for Proposal for “**Selection of Programme
Management Consultant for Bhubaneswar Urban Knowledge Centre at
BDA**” issued by BDA on __-__-2020.

Whereas, it is necessary for the Members of the Consortium to designate one
of the members of the Consortium as the Lead Member with all necessary
power and authority to do for and on behalf of the Consortium, all acts, deeds
and things as may be necessary in connection with Consortium’s Proposal for
the Project and its execution.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____[name of the
company/partnership firm] does hereby nominate, constitute and
appoint....[name of the lead member] having its registered office at _____,
being one of the Members of the Consortium, as its Lead Member and its true
and lawful attorney (hereinafter referred to as the **Attorney**) to do and execute

all or any of the following acts, deed and things for the company/partnership firm in its name and on its behalf, that is to say:

- to act as the Lead Member of the Consortium for the purposes of the Project;
- in such capacity, to act as the company's/partnership firm's official representative for submitting the Technical Proposal and Financial Proposal for the Project and other relevant documents in connection therewith;
- to sign all documents in relation to the Proposal (including clarifications and queries to the RFP) and participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership firm at meetings, discussions, negotiations and presentations with BDA, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Consultant Agreement for and on behalf of the company/partnership firm;
- to do all such acts, deeds and things in the name and on behalf of the company/partnership firm as necessary for the purpose aforesaid.

AND the company/partnership firm hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the company/partnership firm puts its hand and company/partnership firm stamp to this Power of Attorney on this _____ [day, month & year]

<p>The common seal of [name of the company] was here unto affixed pursuant to a resolution passed at the meeting of board of directors held on the ____ day of _____, 20____ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company of [name of the company]</p>	<p>The common seal of [name of the company/partnership firm ----- ----- [name & designation of the person]</p>
--	---

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the*

power of attorney 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.

Appendix 10

CONSORTIUM AGREEMENT

(to be executed by the Members)

THIS CONSORTIUM AGREEMENT ("**Agreement**") is entered into on this [●]
Day of [●] 201[●]

AMONGST

1. [●], with its registered office at (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. [●], with its registered office at (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the FIRST [and] [,] SECOND, are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- (A) Bhubaneswar Development Authority (referred to as the **BDA** which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited

proposals (the **Proposals**) by its Request for Proposal No. [____] dated [____] (the **RFP**) for _____[Name of project].

- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP.
- (C) It is a necessary condition under the RFP that the Members will enter into a Consortium Agreement and furnish a copy of it with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

- 3.1 The Parties agree that they have examined in detail and understood the terms and satisfied themselves regarding the contents of the RFP.

4. Role of the Parties

- 4.1 The Parties hereby agree that Party of the First Part will be the Lead Member of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project.

5. Representations of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;

- (ii) violate any applicable law presently in effect and applicable to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business

of such Party in the fulfilment of its obligations under this Agreement.

6. Termination

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the Consultant Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated in case the Consortium is not selected as the Selected Bidder or upon return of the Bid Security by BDA to the Bidder, as the case may be.

7. Miscellaneous

- 7.1 This Agreement will be governed by the laws of India.
- 7.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of BDA.
- 7.3 The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Consortium Agreement.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED

AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1

2.

Instruction:

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

Technical proposal Submission Forms

{Notes to Bidders shown in brackets { } throughout Section 2 provide guidance to the Bidders to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

FORM	DESCRIPTION
TECH-1	Suggestions on the Terms of Reference and on Staff and Facilities to be provided by the Client. A. On the Terms of Reference B. On the Staff and Facilities
TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Services.
TECH-3	Work Schedule and Planning for Deliverables
TECH-4	Team Composition, Key Experts Inputs, and Curriculum Vitae (CVs)
TECH-5	Undertaking from the Key Expert

All pages of the original Technical Proposal and the Financial Proposal shall be initialled by the same authorized representative of the Bidder who signs the Proposal.

FORM TECH-1

**SUGGESTIONS ON THE TERMS OF REFERENCE, STAFF, AND FACILITIES TO BE
PROVIDED BY THE CLIENT**

Form TECH-1: Suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services; and on requirements for staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Suggestions on counterpart staff and facilities to be provided by the Client.
For example, administrative support, office space, local transportation,
equipment, data, background reports, etc., if any}

FORM TECH-2

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-2: A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training.

{Suggested structure of your Technical Proposal:

- a) Technical Approach, Methodology and presentation
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.>}
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Programme Support Team and relevant technical and administrative support staff.>}

Note: Please enclose details for category a, b and c separately

FORM TECH-3**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	N	TOTAL
D-1	Deliverable 1												
A-1	(e.g. Activity #1)												
	Mobilization & establishment of Project Office												
	Submission & acceptance of Inception Report												
A-2	{e.g.,Task 1 Activity #2:.....}												
	As- Is (Situation Analysis) Report												
A-n													

- 1 List the deliverables for each task/activities with the breakdown for activities (A) required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-4**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-4)										Total time-input (in Months)	
		Position		D-1		D-2		D-3	D-...			Total
Expert Pool													
1	Programme Manager (Urban Planner / Urban Designer / Transport Planner)			[2 month]		[1.0]		[1.0]					
2	Sr. Urban Designer (International)												
3	Sr. Urban Designer												
4	Sr. Urban Planner												
5	Transport Engineer/ modeler												
6	Mid-level Landscape Architect												
7	Sr. GIS Expert												
8	Environmental Planner												
9	Heritage/ Conservation Architect												
10	Communication & Branding Expert												
Subtotal													
Programme Support Team													
1	Land use planner												

2	Entry level placemaking expert														
3	Entry Level Urban Designer														
4	Entry Level Landscape Architect														
5	Entry Level Urban Planner														
6	Outreach/ Campaign Designer														
7	Content & Web Manager														
8	Transportation Planner														
9	Entry level GIS expert														
										Subtotal					
										Total					

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet.
- 2 Months are counted as 22 working day periods from the start of the assignment. One working (billable) day shall be not less than 8 working (billable) hours.

**FORM TECH-4
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Programme Manager }
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Role/Position in Expert Pool/Programme Support Team:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 3 in which the Expert will be involved)	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date
Representative of the Bidder
(authorized signatory)

Signature

- *CVs must be signed in indelible ink by the authorized signatory of the Bidders. In case of Unsigned CVs shall be rejected.*
- *If the proposed Key Expert is not an employee of the Bidder, then the CVs shall contain an undertaking from the authorized signatory of the bidder about the availability of the concerned key experts for the duration of the Contract, in the format set out in form TECH-5.*

FORM TECH-5

UNDERTAKING REGARDING AVAILABILITY OF KEY EXPERT

(This undertaking should be provided if the Key Expert is not an employee of the Bidder as on the Proposal Due Date)

To,

Dated:

Vice-Chairman

*Bhubaneswar Development Authority,
Akash Sobha Building,
Sachivalaya Marg,
Bhubaneswar - 751001, Odisha*

Dear Sir,

Sub: Selection of Programme Management Consultant for Bhubaneswar Urban Knowledge Center (BUKC) at BDA

We refer to the RFP No[●]dated [●] issued by you for “Selection of Programme Management Consultant for Bhubaneswar Urban Knowledge Center (BUKC) at BDA”.

We, M/s [***Insert name of the Bidder***] confirm that key experts named below are the employee of the company on the proposal due date:

1.
2.
3.

Further we, M/s [***Insert name of the Bidder***] confirm that key experts named below:

- (ii)
- (iii)
- (iv)
- (v)

have authorized us to use their technical experience and submit their name as a Key Expert for this Proposal.

If selected as the Consultant, we undertake that Key Experts mentioned above would be part of the Expert Pool for implementing the Project and also undertake that these Key Experts will be available and will provide their best

services for the duration of the Contract, in accordance with the terms of the RFP and the Contract.

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Date:

Place:

Section 3. Financial Proposal - Standard Forms

{*Notes to Bidders* shown in brackets { } provide guidance to the Bidder to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Bhubaneswar Development Authority
Akash Shova Building, Sachivalaya Marg,
Bhubaneswar, Odisha (INDIA)
Pin-751001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Bhubaneswar Urban Knowledge Center (BUKC) at BDA in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the Total Cost of the Financial Proposal}{Insert amount(s) in words and figures}. The amount quoted is inclusive of all statutory Taxes, GST, charges, fees, salaries, expenses etc. as applicable.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in Clause 14 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Cost (INR)
{Bidder must state the proposed Costs in accordance with the Data Sheet; delete columns which are not used}	
Cost of the Financial Proposal	
(1) Remuneration (Total of Form FIN-3)	
Add: GST	
Total Cost of Financial Proposal {Should match the amount in Form FIN-1}	(Write Amount in word also)

Footnote:

- **For Remuneration, the Bidder is required to specify the aggregate remuneration for the Expert Pool and the Programme Support Team as stated in Form FIN-3.**
- **Payments will be made in the currency (ies) expressed above (Reference to Clause 18 (d)).**

Reimbursable Expenses

Item	Maximum Amount Per Annum(INR)
(1) Reimbursable	
Office Set-up, Additional Manpower deployment, procurement of Goods / services, Event management, Printing and Publications, Travel and accommodation, meeting and conferences, roadshows, web based application development / support, other works, etc. as per requirement of Client.	Rs. 2.00 Crores per Annum

The amounts shall be reimbursed on actual basis but not exceeding the total amount specified, and with prior approval of the Client. The expenses for the Reimbursable shall be made at the Sole discretion of the Client.

FORM FIN-3 BREAKDOWN OF REMUNERATION

No.	Name (A)	Position (as in TECH-4) (B)	Time Input in Man-Months (per year) (D)	Rate per Man Month (in INR) (E)	Total Time Input in Man-months (for 3 years) (F)	Total Remuneration (INR) (E*F)
	Expert Pool					
1		Programme Manager (Urban Planner/ Urban Designer / Transport Planner)	9			
2		Sr. Urban Designer (International)	5			
3		Transport Planner/ modeler	5			
4		Mid-level Urban Designer	5			
5		Mid-level Urban Planner	5			
6		Mid-level Landscape Architect	10			
7		Environmental Planner	5			
8		Heritage/ Conservation Architect	5			
9		Communication & Branding Expert	10			
Program Support Unit						
P1						
10		Land use planner	12			
11		2nos. Urban designers (2x12)	24			
12		Landscape Architect	12			
13		Urban Planner / Market analyst	12			
14		Graphic Designer & Branding Expert	9			
15		Content & Web Manager	9			
16		Transportation Planner	9			
17		2 GIS analyst (2x12)	24			
18		Revenue Inspector	12			
Total						

Section 4. Eligible Countries

In reference to Clause 6, for the information of Bidders, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 5. Corrupt and Fraudulent Practices

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Clause 5.3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Contract or arising therefrom,

before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁷;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

⁷ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section 6. Terms of Reference

6.1. Background

6.1.1. BHUBANESWAR URBAN KNOWLEDGE CENTER (BUKC)

As a part of Bhubaneswar's award-winning smart city proposal, BDA had established the Bhubaneswar Urban Knowledge Centre (BUKC) as an extended technical arm of BDA. Established in BDA from Nov'16, the BUKC comprises of various professionals in the field of urban planning, designing, transport planning & communication-branding; and has been providing technical support to BDA, BMC, BSCL & CRUT and other city/ state level agencies. Currently a consultancy firm is engaged for providing Programme Management Consultancy (PgMC) Services for BUKC.

Through this RFP, BDA is seeking proposal from eligible consultancy firms to operate and manage Bhubaneswar Urban Knowledge Centre in BDA premises & provide sustained technical support to BDA & other city agencies while undertaking prescribed scope of work.

The PgMC is required to undertake following scope of work

6.1.2. SCOPE OF WORK

6.1.2.1. The scope of work categorized into the following five major domains.

- a. **Child-Friendly Smart City Centre (CFSC)** focuses on outcomes related to children in particular and society in general. These tasks need to be completed by Nov'2020.

Activity 1: Strengthening the capacity of key government stakeholders (Town Planners, Municipal Staff) involved in the urban planning process

- a. Intensive Trainings to build knowledge and skills on Child Friendly Components will be imparted to the stakeholders. Such sessions shall include planners & municipal staff from other cities as well.
 - i. 2 no. of Training sessions (25 participants each session)

Activity 2: Inclusion of Child friendly components in relevant planning documents

-
- a. Provide recommendations for the 'Inclusion of Child friendly components' in relevant planning documents - Comprehensive Development Plan, Zonal Development Plans and DCRs to include child friendly component.
 - b. Provide technical assistance to the Town Planners and Municipal Staff while designing the City Master Plan and Zonal Development Plan to include child friendly components and filters.

Activity 3: Implementing Child Friendly Infrastructure

- a. 13 parks/playgrounds & public spaces design across the city for children living in dense urban environments. Public and open spaces like parks and playgrounds carry particular importance. It also plays a major role in their cognitive and social development as it acts as a platform for them to participate in communal life. Play is how babies and young children begin to understand the world around them, and forms the foundation for strong learning, thinking and civic and social behaviour later in life.

Roles and responsibilities:

i. BDA or BMC or BSCL or competent authority:

- a. Identification of Parks, playgrounds, public spaces
- b. Preparation of survey drawings and land/ space details
- c. Approval of designs, drawings
- d. Procurement process (incl. tender/ RfP preparation)
- e. Implementation

ii. BUKC:

- a. Design of the park (incl. Concept preparation, material finalization, concept architectural drawings, stakeholder engagement)
- b. Implementation checks
- b. Design of public kiosks
Public Kiosks and other sources of information on play and other children related services across the city.
- c. Design additional Child friendly components in the city buses
- d. Design of a public space in 5 informal settlements each

Activity 4: Disseminating knowledge and information through various workshops and consultations

-
- a. Consultation Workshops, Conferences and Seminars will provide a platform for knowledge sharing and learning. It will help generate new ideas and strategies to incorporate in the project. Best Practices can be recorded and shared with other stakeholders.
 - b. Provide coordination & knowledge support for organising international Conference on the Child Friendly Smart Cities (if any) with BDA & BvLF/NIUA
 - c. Conduct City & State level consultations – 1 city level & 1 state level

Activity 5: Communication and Knowledge Management

- a. Releasing press briefs of important events & activities related to Child-friendly initiatives on a regular basis
- b. **Urban Transportation and Complete Streets Cell** intends to undertake initiatives that promote sustainable transportation modes in Bhubaneswar and induce a shift in modal split, in favour of public transportation and non-motorized modes. Use of smart technology, data-based analysis shall form the basis of the cell.
- i. The PgMC will retain professionals/ experts (mentioned in Table “A” below of this RfP) in the field of transport planning/ engineering, urban planning and serve as a Transportation Cell. This cell will be responsible for reviewing all the works and/ or proposals related to the transportation, traffic management undertaken by various city/ state agencies for the city. Such proposals/ works may be related to streets’ or roads’ development, development of transit facilities such as ISBT, multimodal hubs, BRT or any other similar facilities, projects related to the public transportation, policies related to NMT, E-vehicles, freight corridors, etc. & give inputs in relation to the overall city growth trends, other proposals, etc. The primary role of this cell while reviewing & giving technical inputs shall be to ensure multiagency and/ or multi-proposal integration. The cell shall use Street Design Guidelines for Bhubaneswar and any other similar, national or international standards available from time to time to review the various proposals and give inputs.

The cell shall prepare memos, reports as and when needed mentioning specific recommendations/ suggestions to the proposals. The cell shall also assist city agencies including BMC, BDA, BSCL, and state agencies such as Works Dept. for conceptual street designs within BMC area. BDA shall provide necessary TSS/ TVC surveys etc. as recommended by this cell.

- ii. The cell shall conduct street design workshops for capacity strengthening of the concerned officials, professionals from within the city agencies. 10 Such workshops shall be conducted by the cell and relevant field experts (national/ international) shall be invited for sharing their experience and success stories or best practices. Such workshops shall be ideally conducted in parallel to the street development projects, particularly at the design stage. The PgMC shall give indicative costing for appointing the national & international subject experts separately for a span of 3 days, including the travel, visa & accommodation for approval of BDA. The approved expenses related to the venue, branding collaterals' printing, food, etc. shall be borne by the BDA.

The cell shall submit a report mentioning the details of each workshops and shall include – subject, relevance for selecting the subject, list of attendees & invitees along with detailed information about the invitee/s, relevant project which may be benefited from the workshops.

- iii. The cell shall undertake design of 5 major junctions in the city to demonstrate use of non-conventional design approach and boost the concept of Complete Streets. It is proposed to implement these junction designs in 2 phases,
 - i. Phase-I Temporal intervention: on the principles of tactical urbanism wherein no permanent construction shall be undertaken, and the design improvements shall be implemented with use of barricades, planter boxes, signage, etc.
 - ii. Phase-II Permanent intervention: Based on the feedback received from the phase-I temporal intervention,

perceptions of locals, authorities, TVCs & pedestrian surveys, etc. the long-term designs shall be developed.

The cell shall assist the implementing agency in form of providing necessary standards and specifications, designs & drawings. BDA shall provide all necessary permissions, administrative & field support for undertaking the surveys, on ground implementation, etc.

- iv. The cell will create a city-wide traffic network base map by using the data available with the BDA and by taking data inputs from BSCL's smart solutions from time-to-time and derive best traffic management strategies, street/ road designs. The cell is expected to use some of the well-known traffic simulator platforms available in the market. The PgMC will be responsible for procurement of such traffic simulator software.

The cell is thus expected to act as conduit between the infrastructure development agencies (BMC, Works dept.), traffic management agency (traffic police) & the technology provider (BSCL) and arrive at the most suitable recommendations for transportation planning.

- v. Review & prepare memo for changes to the Low Carbon Mobility Plan prepared by GIZ and provide recommendations in the form of memos for the implementation of the LCMP.

c. Smart Planning Cell aims at establishing a platform for evidence-based planning in the city. The cell will be responsible for understanding and interpreting data received from the smart city interventions and use it to inform the CDP, zonal plans, neighbourhood plans, local area development plans, and assist other city development projects.

- i. The PgMC shall provide assistance to BDA for the preparation of the CDP-2040. A separate consultant is being appointed for the preparation of the CDP-2040. PgMC will review the deliverables submitted by BDA's consultant in this regard.
- ii. Intelligent/Smart area planning: The PgMC will undertake a technology driven & data-based area planning exercise for a pilot area. The objective of this exercise will be to develop a planning simulator that helps demonstrate to relevant agencies the impact

of planning regulations and policies on the city's resources and quality of life. The planning model or simulator must be able to reverse engineer and provide inputs on the regulations and controls to achieve the targeted objectives. The PgMC will select an area of around 200-300 acre (approximately aligning with ward boundaries) for the planning exercise. For this study area, the PgMC will be responsible for:

- a. Defining the basic planning framework, including goals and targets specific to the area
- b. Data collection for all necessary planning parameters – such as land details, use details, street details, etc.
- c. Creating alternative 3-dimensional scenarios based on population and other assumptions
- d. Selection of the preferred scenario and preparation of a “Smart Plan” along with regulations and design controls to enable implementation

The bidder is expected to propose the software / applications that they would use for such modelling. Some examples of products include UrbanSim, ESRI City Engine, CommunityViz, etc.

- iii. Work as a part of the Land Monetization cell being established in BDA. The key role of this cell is to identify under-utilized land parcels, vacant land parcels and similar land parcels which may have potential for development & better utilization treating land as the most valuable resource. The cell will further work on preparing best value options for these land parcels and provide recommendations with a focus on self-sustainability of the project, works of public interest and projects that may fetch sustained revenue for BDA. The cell will also prepare scheme alternatives for the better & optimum utilization of the land parcels. These land parcels may of BDA or BMC or any other Government departments/ agencies within BDPA (1110 Sq. Km) and the cell will work with the concerned agencies in this regard to identify these land parcels.

The bidder is expected to provide 2 dedicated resources working with this cell as a mid-level urban planner and a land officer, details of which are shared in Table “A”.

-
- d. **Urban Design Cell** envisions to bridge the gap by planning a transit-oriented city with a compact urban form that promotes active, connected and sustainable mobility choices.
 - i. Assistance for implantation of **a Citywide Parks and Open Space Master Plan**, prepared by BDA.

The PgMC will prepare conceptual designs for improvement of 10 existing parks (parks between 10-25 acres) & 10 new parks (parks between 0.5 to 5 acres). Design drawings including material specifications, plantation strategy, play equipment selection, lighting design, urban furniture, shall be the deliverable of the PgMC and the design shall focus on ensuring universal access & child-friendly programming + designing in the parks.

- ii. Prepare landscape design strategy for roadside & median landscape. This strategy is proposed to be linked with the street design guidelines already prepared by BDA and being followed by the various agencies involved in the road design & development & maintenance. PgMC will prepare a report underlaying the strategy, planting palette, maintenance mechanism including the funding alternatives. A specific focus shall be kept on the ensuring the resiliency of the tree specimen selection with reference to the local climate & prolonged history of severe cyclones in the region. The tree specimen selection shall also address the issues of urban heat-island & rising pollution levels, while preserving & enhancing the local flora & fauna. The concepts of sponge city, bio-swells, urban forests, etc. may be explored by the PgMC.
- iii. Providing curation, urban design support and implementation assistance Bhubaneswar Art Trail. BDA has successfully conducted first-of-its-kind public art event in Nov-Dec'18, coined as Bhubaneswar Art Trail; in the pristine setting of EkamraKshetra, Bhubaneswar. BDA aspires to conduct the same on an alternate year basis & has started working for the curation of the same to be conducted in Nov-Dec'2020. The PgMC will work as a nodal agency on behalf of BDA, BMC & any other concerned city/ state agency to provide support in form of –
 - a. Selection & finalization of trail area/ route in the city.
 - b. Working in coordination with the selected artist group/s for finalization.

-
- c. Prepare concept designs for the necessary physical improvements, signage design & other similar placemaking initiatives.
 - iv. Programme management support for the development of Museum of Urban History.
 - v. Undertake spatial/ architectural documentation of around 20 major heritage monuments with each monument measuring not more than 2 acres in site area & and built-up area of not more than 250 sq.m (at the plinth level in case of temples). The PgMC will be responsible for preparing detailed architectural drawings of the monuments with use of latest technology, such as 3Dscans or drones or any other similar technology, where in human errors are minimized in the entire process while ensuring quicker results.

The consultant shall produce 2D & 3D drawings in .dwg and or .rvt in soft copy compatible on the windows operating system in addition to hard copies at appropriate scale (scale to be mutually decided case-to-case basis). The PgMC shall also document the entire process & the monument in form of HD format 2D photos & videos.

- e. **Communications, Outreach and Knowledge Management Cell** adopts multi-pronged strategy of communication, outreach and knowledge management to reach out to the maximum number of citizens in the city building process.
 - i. Maintain active presence on social media (Twitter, FaceBook) for BDA, BMC and BSCL.
 - ii. Prepare press releases for various projects undertaken BDA, BMC & BSCL.
 - iii. Conduct citizen engagement workshops/ FGDs at local institutions, schools, NGOs, etc. to disseminate information related to projects, initiatives & seek feedback. The PgMC shall conduct 9 such events either in BDA premise or in the respective premises of these institutions, etc.

The PgMC will compile all the press releases, Social Media posts & Citizen Engagement Workshops in form of a report and submit every month.

BDA will have the authority to change the scope of work mentioned herein, the details related to scope of work, duration for each task or project shall be worked out in detail on a mutual agreeable basis.

2. The PgMC will assess the existing institutional capacities of BDA by undertaking direct surveys of the select key officials including master planning branch, key administrative officials, engineering division & enforcement division. The assessment shall identify gaps in form of awareness related to child-friendly city planning, latest technology, etc. Based on the assessment, the PgMC shall prepare a report mentioning-
 - a. Capacity gaps of existing staff
 - b. New staff requirement including support staff
 - c. Suggestions for workflow – streamlining the current process

3. **Assist BMC for various projects** (through BDA approval) related to urban planning, city branding & communication, such as placemaking, STAMP, road development, heritage area development, etc.

BDA will have the authority to change the scope of work mentioned herein, the details related to scope of work, duration for each task or project shall be worked out in detail on a mutual agreeable basis.

4. **Assist BSCL for projects under CITIIS** proposal

- a. Prepare the phasing strategy, detailed design drawings, prepare time lines.
- b. Prepare terms of reference for the relevant RfPs, Tenders, etc.
- c. Provide technical support covering but not limited to urban planning, transport planning, infrastructure planning, urban design, heritage conservation strategy, environmental planning, storm water (drainage) management for the various projects mentioned hereunder:

A. Streets –

- i. Provide design drawings including plans, sections and material selection for NMT priority network design of upto 29km. The design shall also emphasize on the creating resilient greenways.
- ii. Prepare a report outlining the strategy & action plan for PBS System promotion.

-
- iii. Prepare Blueways & Greenways Masterplan for the project area under the CITIIS proposal.
 - iv. Prepare programme report for development of Pedestrian Only Street.
 - v. Prepare concept note for conducting Cyclethons.
 - vi. Handhold the implementing agency for implementation of Street Art & Murals Project (STAMP) including the selection of appropriate areas, selection of agencies and finalization of art/ concept.

B. Water –

- i. Prepare concept urban design plan/landscape architecture plans & architectural drawings for restoration of drain 7 & drain 10 including waterfront promenade (extent limited to the B-Active proposal area). All engineering drawings shall be prepared by BSCL.
- ii. Preparing Water Sensitive Urban Design (WSUD) framework – draft policy recommendations for the CITIIS Proposal area and provide memo regarding the elements to be included in the BDA regulations.
- iii. Prepare programming & implementation frame-work for development of project - Living Classrooms.
- iv. Prepare concept note for conducting Aquathon.

C. Parks & Open Spaces –

- i. Prepare design drawings for Parks on Demand, upon approval from BDA or competent city authority for the development of parks under the CITIIS proposal.
- ii. Prepare a list & map of potential pubic space. Upon approval from the BDA of the list prepare concept design, implementation plan & maintenance framework for the selected public spaces.
- iii. Prepare design drawings Beyond Bus Stops.
- iv. Prepare a concept note for Light Sculpture Project including identification suitable location.
- v. Prepare report outlining the programming & citizen engagement framework for development of Garden Libraries, & Youth Leadership programme.

D. Sports Playgrounds –

- i. Develop a concept plan for the BBSR Shared Playground Projects.
- ii. Prepare programme report for Sports Volunteer Programme.
- iii. Prepare a list of assets that may be created as a result of the CITIIS proposal that will be used as the basis of asset management plan.
- iv. Prepare concept for formation of City Sports & Recreational Division and the institutional framework.
- v. Assist city agency/ies for curation of BBSR College League and the institutional framework.
- vi. Provide branding support & content for the B-Active App.
- vii. Prepare concept note for conducting Sports Training Camp.

E. Heritage –

- i. Provide design guidelines for project - Reviving Water Heritage.
- ii. Provide branding support & content for Ekamra Kshetra Smart Project (mobile App).
- iii. Prepare preliminary project report for MO E-Ride (Bhubaneswar E-Rickshaw Programme) in the Ekamra Kshetra area and hand over to CRUT for implementation.
- iv. Prepare concept note for project Heritage on Wheels, EK Amazing Race.

F. Generic technical support for different projects/ tasks in the CITIIS project that will include following:

- i. Preparing maturation phase report for CITIIS projects
- ii. Prepare strategy for conducting citizen engagement & outreach campaigns for CITIIS Project.

BDA will have the authority to change the scope of work mentioned herein, the details related to scope of work, duration for each task or project shall be worked out in detail on a mutual agreeable basis.

- 5. Provide technical assistance to other city / state agencies** as and when needed including but not limited in the field of urban planning,

urban designing & communications/branding. The respective agency, if the respective agency is providing necessary funding.

BDA will have the authority to change the scope of work mentioned herein, the details related to scope of work, duration for each task or project shall be worked out in detail on a mutual agreeable basis.

Exclusions: The Scope of work excludes the following items. However, the consultant will be involved in preparation of scope of work, ToRs for RFPs/ Supplementary Work Orders for selection of vendors for additional services, in consultation with BDA.

- Primary Survey data including Traffic Volume, Topographic, Total Station, Household Surveys, and any other similar surveys.
- Contractual and/or legal language setting of RfPs, tenders, EOIs, etc. and similar procurement processes.
- Procurement of aerial imagery or GIS data.
- Tender drawings/ good for construction drawings/ working drawings for roadway, streetscape and/or infrastructure design or any building design, detailed BOQ, quotations from vendors, etc. for various items, regular construction supervision.
- Fully rendered 3-dimensional animations (digital and physical model).
- Procurement of library materials including books, subscriptions, and periodicals for the Knowledge Management Centre.
- Preparing AV films, radio jingles, etc.

Production of any branding materials/ collaterals, such as banner & hoarding prints, t-shirts, cut-outs, and similar branding, campaigns or workshops, seminars related material production.

6.1.2.2. Team Composition

The suggested staffing requirement and schedule required for the project has been outlined in the table below. The consultant will be required to provide detailed CVs, along with documentary evidence as required for all the key experts stated below. The CVs of only the key professionals will be evaluated and should meet all the minimum criteria, without which the bid will not be considered for further evaluation.

- **Key Professionals and Programme Support Unit**

The team will comprise of key professionals and programme support unit staff who will provide services /inputs to the assignment as shown in TABLE A

In addition to the 9-member key professionals, BDA recognizes that an additional Program Support Unit will be needed on-site to deliver the programme. An additional 9 positions have been identified to support the key professionals and is expected to be stationed in Bhubaneswar for an initial period of 3 years.

As the programme evolves, some positions may be changed/ replaced with new additional key professionals. All changes to key professionals and program support unit will be decided in consultation with the Client.

TABLE – “A”

Sr. No.	Position	Man months (per year)	Minimum Qualification	Minimum Experience
Expert Pool				
1.	Programme Manager	9	Master's Degree in Urban Planning / Transportation Planning / Urban Design or equivalent	<ul style="list-style-type: none"> ➤ Should have minimum total experience of 10 years ➤ The Programme Manager would have experience in the preparation of development / master plan/strategic development studies/area development projects, urban design & street design projects. ➤ Experience in writing guidelines, policies, urban development projects and project management is mandatory. ➤ Experience of leading a team of 15+ professionals in the programme management consultancy assignment ➤ Worked on assignments with the government bodies for at least 3 years.
2.	Sr. Urban Designer (International)	5	<ul style="list-style-type: none"> • Masters Degree in Urban Design / Architecture OR • Masters in Urban Planning 	<ul style="list-style-type: none"> ➤ Should have minimum experience of 12 years. ➤ The Senior urban designer shall have extensive experience in contemporary concepts such as development of urban design guidelines for urban and heritage areas, Transit-Oriented Development, accessibility plans and citywide placemaking plans.

Sr. No.	Position	Man months (per year)	Minimum Qualification	Minimum Experience
			with Bachelors in Architecture	<ul style="list-style-type: none"> ➤ Additional experience in urban development projects in design of public spaces streetscape design, height, floor area ratio and urban form issue is also required. Also, well versed with transport plans, town center, neighborhood and community design is a plus. The ideal candidate would have project experience internationally as well as in India and project management experience in large-scale urban design projects. ➤ Individuals who have worked with Government Agencies (Centre or State Government) will be preferred.
3.	Sr. Transport planner/ modeler	5	Masters in Transportation Planning or equivalent	<ul style="list-style-type: none"> ➤ Should have minimum experience of 12 years. ➤ The expert will have experience in collecting and analyzing field data, transportation modelling, developing solutions for traffic engineering and safety issues, oversee traffic signal design and operation, road geometry, develop traffic and parking management plans, alternative traffic calming programs, and review development plans including traffic operations and street lighting, safety studies and reports. ➤ The ideal candidate will have a good understanding of Sustainable Urban Transportation concepts and shall have developed NMT plans and/or guidance documents focused on pedestrian safety and multi-modal integration for cities in India. ➤ Individuals who have worked with Government Agencies (Centre or State Government) will be preferred.
4.	Mid-Level Urban Designer	5	Master's Degree in Urban Design / Architecture	<ul style="list-style-type: none"> ➤ Should have minimum experience of 5 years. ➤ Urban Designer(s) with related experience in city scale design including the design of public spaces, streetscape and built form. Also, experience with town center, neighbourhood and community design is a plus. This individual should also have experience in land use and site planning related issues as well as design review, and

Sr. No.	Position	Man months (per year)	Minimum Qualification	Minimum Experience
				<p>urban design guidelines.</p> <p>➤ Individuals who have worked with Government Agencies (Centre or State Government) will be preferred.</p>
5.	Mid-Level Urban Planner	5	Master's Degree in Urban planning or equivalent	<p>➤ Should have minimum experience of 5 years.</p> <p>➤ Urban Planner with related planning experience in contemporary planning concepts such as Smart Growth, New Urbanism and Transit Oriented Development and means to achieve desired development and urban design outcomes is required. This individual should also have experience in transportation land use, site planning and heritage management plans. The expert should have clear understanding of urban issues related to plan preparation and on-ground implementation. Proficiency in GIS is a plus.</p> <p>➤ Individuals who have worked with Government Agencies (Centre or State Government) will be preferred.</p>
6.	Mid-level Landscape Architect	10	Master's in landscape design or Landscape Architecture	<p>➤ Minimum Experience 5 years</p> <p>➤ A landscape architect with direct and extensive experience in the design of open space networks, public parks, maintaining natural habitat, active and passive recreational space design, green building design, roof garden design, street landscaping and similar urban interventions. Familiar with climate change and environmental issues as they relate to urban settings is preferred. An understanding of local materials and planting palette is required. Arborist / horticulturist certification is preferred.</p>
7.	Environmental Planner	5	Master's Degree in Environmental Planning or equivalent	<p>➤ Should have minimum experience of 7 years.</p> <p>➤ An environmental planner with an experience urban environmental issues is required. Should be familiar with implementation of appropriate environmental considerations and safeguards that can be embedded into development controls and plans. Experience in urban sustainability, natural resource management is</p>

Sr. No.	Position	Man months (per year)	Minimum Qualification	Minimum Experience
				required. ➤Candidates who have worked on Environmental Impact Assessment studies for urban development projects will be preferred
8.	Heritage/ Conservation Architect	6	Master's Degree in Architecture	➤Should have minimum experience of 7 years. ➤A heritage / conservation architect with experience in heritage listing, regulations and conservation methods with a focus on restoration shall be required. ➤Experience with preparation of heritage management plans, architectural guidelines and assessment of tangible and intangible heritage assets in the city.
9.	Communication & Branding Expert	10	Master's degree in Journalism or Mass Communication	➤Should have minimum experience of 7 years. ➤The Communication Specialist shall integrate high-impact communication strategies to promote engagement. The ideal candidate will have experience in managing internal and external communication activities to promote the city's brand/ identity. The specialist will have knowledge of branding and marketing initiatives, communication and content management for special events. ➤Proficiency in Odia language is a must.
Programme Support Unit				
10.	Land use planner	12	Master's Degree in Urban Planning or equivalent	➤Should have minimum experience of 3 years. ➤The land use specialist will have experience in carrying out land use surveys, reconcile ground and mapped records, and understanding development controls for managing growth.
11.	Urban designers (2nos.)	12	Master's Degree in Urban design or place making or equivalent	➤Should have minimum experience of 1 year. ➤Candidates having experience in designing as well as implementing shall be preferred.

Sr. No.	Position	Man months (per year)	Minimum Qualification	Minimum Experience
12.	Landscape Architect	12	Master's degree in Landscape Architecture or Landscape Design	<ul style="list-style-type: none"> ➤Any relevant experience (if any) will be added advantage. ➤Familiar with climate change and environmental issues related to urban settings is greatly preferred.
13.	Urban Planner / Market analyst Infra fin analyst	12	Master's Degree in Urban Planning or equivalent	<ul style="list-style-type: none"> ➤Any relevant experience (if any) will be added advantage ➤Capable of carrying out land use surveys, reconcile ground and mapped records. ➤The individual shall understand zoning, development control regulations.
14.	Graphic Designer & Branding Expert	9	Bachelor's degree in Fine Arts or equivalent	<ul style="list-style-type: none"> ➤Should have minimum experience of 5 years. ➤The Graphic Designer will work with a wide range of media and use graphic design software. S/he will have experience in developing new design concepts, graphics and layouts, preparing rough drafts and present ideas and amending final designs based on internal comments. ➤Should have an experience of branding assignments for city scale projects/ initiatives, such as branding for public transit facilities, city signage, hoarding designs, news paper advertisement of public project / schemes, creatives for government handles, etc.
15.	Content & Web Manager	9	Bachelor's Degree in IT or equivalent	<ul style="list-style-type: none"> ➤Should have minimum experience of 5 years. ➤Content / Web Manager shall have experience in content writing and copy editing for digital and print media and shall be up to date with industry social platforms and technologies such as Facebook, Instagram, Twitter etc.
16.	Transportation Planner	9	Masters in Transportation Planning or equivalent	<ul style="list-style-type: none"> ➤Should have minimum experience of 2 years. ➤Well-versed with use of VISSIM, Vissum, Cube, et
17.	GIS analyst (2 Nos)	12	PGDM/ Degree in GIS	<ul style="list-style-type: none"> ➤Candidates with planning background/ degree shall be preferred ➤Any relevant experience (if any) will be added advantage ➤Well-versed with use of QGIS, ArcGIS & similar software with experience in setting up GIS practices, asset Management and GIS Decision support systems.

Sr. No.	Position	Man months (per year)	Minimum Qualification	Minimum Experience
18.	Revenue Inspector	12	relevant training or ITPI or equivalent	<ul style="list-style-type: none"> ➤ Should have minimum 25 years' experience of working in Bhubaneswar. ➤ Well-versed with Bhubaneswar's real-estate sector & the land related matters ➤ Must have an experience of working in the government agency/ body/ sector.

**If the time spent by technical personnel is of short duration, generally fraction of a week at a stretch, the rate will be for the purpose of calculation of daily rate*

$$\text{Daily rate} = (\text{Monthly rate} / 22)$$

**Here, 22 being the average number of working days for a month.*

Section 7. Standard Form of Contract

Attached Separately

SECTION - 7

S T A N D A R D F O R M O F C O N T R A C T

Name of Assignment:

**Selection of Programme Management Consultant (PgMC) for Bhubaneswar Urban
Knowledge Center**

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CONTRACT FOR CONSULTANT'S SERVICES

Assignment Name: Selection of PgMC for Bhubaneswar Urban Knowledge Center

Contract No. _____

between

Bhubaneswar Development Authority

and

[Name of the Consultant]

Dated:

I. FORM OF CONTRACT

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “**Contract**”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Bhubaneswar Development Authority (hereinafter called the “**Client**”) and *[insert name of Consultant]*, a [company/firm] duly [incorporated/registered] under the provisions of [●], with its registered/principal office at [●], on the other hand, (hereinafter called the “**Consultant**”).

WHEREAS

- (a) As a part of Bhubaneswar’s award-winning smart city proposal, BDA had established the Bhubaneswar Urban Knowledge Centre (BUKC) as an extended technical arm of BDA. Established in BDA from Nov’16, the BUKC comprises of various professionals in the field of urban planning, designing, transport planning & communication-branding; and has been providing technical support to BDA, BMC, BSCL & CRUT and other city/ state level agencies. Currently a consultancy firm is engaged for providing Programme Management Consultancy (PgMC) Services for BUKC.
- (b) The Client has, by way of its request for proposal for Selection of Programme Management Consultant for Bhubaneswar Urban Knowledge Center (BUKC) in BDA, issued on *[date]* (hereinafter called the “**RFP**”), invited proposals for Selection of Programme Management Consultant for the BUKC as defined in this Contract (hereinafter called the “**Services**”).
- (c) The Consultant submitted its proposal dated *[insert date]* in response to the RFP for award of the Contract (the “**Proposal**”), whereby the Consultant represented to the Client that it has the required professional skills, expertise and technical resources and is willing to provide the Services on the terms and conditions set forth in this Contract.
- (d) The Client has, by way of a letter of award dated *[insert date]* (the “**LOA**”), accepted the offer of the Consultant to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties hereto hereby agree as follows:

1. The following documents shall constitute the Contract:
 - (i) The Special Conditions of Contract;
 - (ii) The General Conditions of Contract (including Attachment 1 “Corrupt and Fraudulent Practices);
 - (iii) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Performance Security
 - Appendix F: Services Schedule
 - (iv) LOA including negotiations (if any);
 - (v) RFP; and
 - (vi) the Proposal.

All of the foregoing documents are referred to herein as the Contract. In the event of a conflict, ambiguity or discrepancy between:

- (a) the contents of the Contract, the document specified earlier in the list set out above shall prevail over the latter documents;
 - (b) between two or more Clauses of the Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - (c) between any two appendices, the appendix relevant to the issue shall prevail; and
 - (d) between any value written in numerals and that in words, the latter shall prevail.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract. In particular,
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of Bhubaneswar Development Authority

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Activity” means an activity or action specified in the Terms of Reference, which is to be performed by the Consultant as a part of the Scope of Services.(b) “Additional Resource” means any professional and support staff, in addition to the Key Experts and the Programme Support Staff, who may be engaged by the Consultant to provide the Services.(c) “Applicable Law” means all laws in force and effect in India, as on the date of the Contract, or which may be promulgated or brought into force and effect after the date of the Contract, including all regulations, rules and notifications made thereunder and all judgments, decrees, injunctions, writs, orders, directives and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract, from time to time.(d) “Affiliates” means, in relation to the Consultant, a Person who Controls or is Controlled by such Consultant, or a Person who is under the common Control of the same Person who Controls such Consultant.(e) “Authority” means the GoI, GoO or any local authority or any department, instrumentality or agency thereof or any statutory body or corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Client or the Consultant) or commission under the direct or indirect control of the central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.(f) “Clause” means a clause of the GCC, as may be supplemented by the SCC.(g) “Client” shall have the meaning ascribed to it in the preamble of the Contract.(h) “Client Event of Default” has the meaning ascribed to it in Clause 18.1.5.(i) “Client Indemnified Party” has the meaning ascribed to it in Clause 19.1.(j) “Communication” has the meaning ascribed to it in Clause 6.1.
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	<p>(k) “Conflict of Interest” shall have the meaning ascribed to it in Clause 21 read with clause 3 of section 1 of the RFP.</p> <p>(l) “Consultant” shall have the meaning ascribed to it in the preamble of the Contract.</p> <p>(m) “Consultant Event of Default” has the meaning ascribed to it in Clause 18.1.1.</p> <p>(n) “Consultant Indemnified Party” has the meaning ascribed to it in Clause 19.2.</p> <p>(o) “Contract” shall have the meaning ascribed to it in clause 1 of the Form of Contract.</p> <p>(p) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.</p> <p>(q) “Day” means a working day unless indicated otherwise.</p> <p>(r) “Delay Event” has the meaning given to it in Clause 29.2.</p> <p>(s) “Deliverable” means a work product (including reports, software, know-how, design, drawings, diagrams, maps, models, specifications, analysis, solutions, data base, programmes, technical information, data and other documents) to be prepared and submitted by the Consultant as a part of the Services, in accordance with the terms of this Contract and the term “Deliverables” shall be construed accordingly. The list of Deliverables to be provided by the Consultant is set out in the Terms of Reference.</p> <p>(t) “Deliverable Acceptance Certificate” means a certificate issued by the Consultant to the Client upon the Client’s approval of the relevant Deliverable, which may be endorsed by the Client in accordance with Clause 41.4.</p> <p>(u) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 10.</p> <p>(v) “Expert Pool” means the team of Key Experts engaged by the Consultant, to perform the Services, which at a minimum must include such number of Key Experts, as specified in Appendix B and Form TECH-4 of the RFP. It is clarified that the Expert Pool will not include any Programme Support Staff.</p> <p>(w) “Force Majeure” shall have the meaning ascribed to it in Clause 16.</p> <p>(x) “GCC” means these General Conditions of Contract.</p> <p>(y) “GoO” means the Government of Odisha</p>
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	<p>(z) “GoI” means the Government of India.</p> <p>(aa) “Good Industry Practices” means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used and exercised by a skilled and experienced consultant engaged in the performance of services of the type, size and nature similar to the Services.</p> <p>(bb) “Indemnified Party” has the meaning ascribed to it in Clause 19.3.</p> <p>(cc) “Indemnifying Party” has the meaning ascribed to it in Clause 19.3.</p> <p>(dd) “Intellectual Property Rights” means, in respect of the Services, any copyright, trademarks, technology, know-how, industrial processes, proprietary information, licenses, patents, permissions from or agreements with licensors of any processes, methods and systems incorporated or to be incorporated in the performance of the Services, registered designs, franchises, trade secrets, data bases, source codes, brand names, service marks, trade names, and any other intellectual and industrial property rights, whether registrable or not, subsisting or recognized under the Applicable Law or laws of any other jurisdiction, including all applications, renewals, extensions and revivals thereof.</p> <p>(ee) “Key Expert” means an individual engaged by the Consultant, as a part of the Expert Pool, to provide the Services or any part thereof, who has the minimum qualification and experience as specified in the Terms of Reference in the RFP for the position that such individual holds in the Expert Pool and whose curriculum vitae (CV) was evaluated as a part of the Consultant's Technical Proposal and approved by the Client at the time of finalization of the Contract.</p> <p>(ff) “LOA” has the meaning ascribed to it in recital (d) of the Contract.</p> <p>(gg) “Local Currency” means the official currency of India (i.e., Indian Rupees).</p> <p>(hh) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(ii) “Performance Security” means a duly executed, irrevocable and unconditional bank guarantee to be procured and maintained by the Consultant in accordance with Clause 50 read with the SCC, to secure the due and proper performance of the Contract.</p>
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	<p>(jj) “Person” means any individual, company, corporation, firm, partnership, trust, sole proprietor, limited liability partnership, co-operative society, government company or any other legal entity.</p> <p>(kk) “Personnel” means, collectively, the Expert Pool, Program Support Team, and any other personnel of the Consultant engaged by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(ll) “Programme Support Team” means the team of Programme Support Staff engaged by the Consultant to perform the Services, which at a minimum must include such number of Programme Support Staff, as specified in Form TECH-4 of the RFP. It is clarified that the Programme Support Team will not include any Key Experts.</p> <p>(mm) “Programme Support Staff” means an individual engaged by the Consultant, as a part of the Programme Support Team, to provide the Services or any part thereof, who has the minimum qualification and experience as specified in the Terms of Reference of the RFP for the function that such individual is required to perform as a part of the Programme Support Team.</p> <p>(nn) “Project Office” means the office space provided by the Client to the Consultant within the Client’s office in the city of Bhubaneswar, for the Consultant to set up its project office for the Personnel and Additional Resources, if any, who are or will be engaged to provide the Services.</p> <p>(oo) “Proposal” has the meaning ascribed to it in recital (c) of the Contract.</p> <p>(pp) “Reimbursable Expenses” means the expenses incurred by the Consultant under the various heads of expenditure listed in Appendix D, which will be reimbursed by the Client up to the maximum amount specified for each head.</p> <p>(qq) “Remuneration” means the aggregate remuneration payable for the Expert Pool and the Programme Support Team, based on the agreed man month rates for the Key Experts and the Programme Support Staff, as set out in Appendix C.</p> <p>(rr) “Reports” has the meaning ascribed to it in Clause 26.</p> <p>(ss) “RFP” has the meaning ascribed to it in recital (b) of the Contract.</p> <p>(tt) “SCC” means the special conditions of contract with specific details and information to supplement (and not override) the GCC.</p> <p>(uu) “Section” means a section of the Contract.</p> <p>(vv) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p>
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	<p>(ww) “Services Schedule” means the schedule showing the sequence, method and timing of execution of the Services and related activities and the Deliverable Timelines, as set out in Appendix F.</p> <p>(xx) “Taxes” means all taxes, duties, imposts, levies and charges pursuant to any law (whether currently in force or coming into force on or after the Effective Date), including income tax, GST, customs duty excise duty, fees, cess, octroy, entry tax, and any interest, surcharge, penalty or fine in connection therewith.</p> <p>(yy) “Third Party” means any person or entity other than the Client and the Consultant.</p> <p>(zz) “Technical Proposal” means the technical proposal forming part of the Proposal submitted by the Consultant in response to the RFP.</p> <p>(aaa) “Terms of Reference” means the terms of reference set out in Appendix A that explain the objectives and scope of the Services, activities, tasks to be performed, respective roles and responsibilities of the Client and Consultant, and expected results and deliverables of the BUKC Project.</p> <p>(bbb) “Total Value of Contract” means, the Remuneration specified in Appendix D and any Taxes payable in connection with the performance of the Services.</p> <p>(ccc) “Variation” has the meaning ascribed to it in Clause 14.2.</p> <p>(ddd) “Variation Order” has the meaning to it in Clause 14.3.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Governing Law	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings are for convenience of reference only and shall not limit, alter or affect the meaning of this Contract.
6. Communications	6.1. Any communication, approval, notice, report, consent, certificate or request required or permitted to be given or made

	<p>pursuant to this Contract (“Communication”) shall be in writing in the language specified in the SCC. Unless otherwise specified in the Contract, any such Communication shall be sent by electronic mail or facsimile transmission, with a confirmation copy by courier or registered post to the address specified in the SCC. Any Communication sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address specified in the SCC.</p> <p>6.2. A Party may change its address for Communication hereunder by giving the other Party notice of such change to the address specified in the SCC.</p>
7. Location	<p>7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.</p>
8. Authorized Representatives	<p>8.1. 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 Consultant may be taken or executed by the officials specified in the SCC.</p>
9. Corrupt and Fraudulent Practices	<p>9.1. The Consultant shall comply with the Client’s policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC.</p>
a. Commissions and Fees	<p>9.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.</p>

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

10. Effectiveness of Contract	<p>10.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services.</p>
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<p>11. Commencement of Services</p>	<p>11.1 The Consultant shall confirm availability of the Key Experts for the term of the Contract and begin carrying out the Services no later than the date specified in the SCC.</p>
<p>12. Expiration of Contract</p>	<p>12.1 Unless terminated earlier pursuant to Clause 18, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC, unless extended in accordance with this Contract.</p>
<p>13. Entire Agreement</p>	<p>13.1 This Contract constitutes the entire understanding between the Parties regarding the Scope of the Services and supersedes all prior written or oral understandings, offers, agreements, communication or representations affecting the same subject matter. It is clarified that the obligations of the Consultant under the RFP shall continue to subsist and shall be deemed to form part of the Contract.</p>
<p>14. Modifications or Variations</p>	<p>14.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties.</p> <p>14.2. Both the Client and the Consultant may, at any time during the term of the Contract, propose a variation to the Services, the Terms of Reference (as set out in Appendix A), Payment Schedule and/or any other provision of the Contract (Variation).</p> <p>14.3. Client Proposed Variation</p> <p>(i) The Client may, at any time during the term of the Contract, instruct the Consultant, by issuing a written notice, to carry out a Variation (a Variation Order). Provided that, the Client shall not propose a Variation which is not technically or financially feasible, such feasibility being determined in accordance with Good Industry Practice, or any Variation that constitutes unrelated work.</p> <p>(ii) Within fifteen (15) days of receipt of a Variation Order, the Consultant shall submit a proposal setting out in sufficient detail the implications of the proposed Variation, including the (a) description of the work required or no longer required; (b) an estimate of the increase or decrease in the Total Value of Contract; (c) the Service Schedule; and (d) Payment Schedule.</p>

(iii) Based on its review of the proposal submitted by the Consultant, the Client may: (a) accept the proposal and the corresponding adjustments to the Total Value of Contract, Services Schedule and Payment Schedule; (b) provide its comments on the proposal seeking amendments and/or justification for the implications put forth by the Consultant; or (c) reject the proposal submitted by the Consultant and withdraw the Variation Order, within seven (7) days from the date of receipt of the Consultant's proposal under Clause 14.3(ii).

(iv) If the Client accepts the Consultant's proposal under Clause 14.3(ii) of this Section, it shall issue an instruction identifying the offer that is being accepted and requesting the Contractor to proceed with the Variation. Upon the Client's acceptance of the Consultant's proposal, the Consultant shall proceed with the Variation.

(v) To the extent the Client seeks amendments and/or justification in the proposal submitted by the Consultant, the Consultant shall incorporate or address, in writing, the Client's comments and submit a revised proposal. On approval of the revised proposal in accordance with Clause 14.3(iv), the Consultant shall proceed with the Variation.

(vi) On implementation of a Variation Order, the Consultant shall be entitled to the agreed increase in the Total Value of Contract and/or adjustment to the Services Schedule or Payment Schedule for carrying out the Variation.

(vii) Notwithstanding anything to the contrary in this Clause 14.3, the Consultant shall be bound to implement any Variation that is necessitated by a Change in Law (*discussed in Clause 15 below*) and any consequent adjustment in the Total Value of Contract, Services Schedule or Payment Schedule, on account of such Variation, shall be determined in accordance with Clause 15 below.

14.4. Consultant Proposed Variation

(i) The Consultant may propose a Variation, which it considers necessary or desirable to improve the quality of the Services. While proposing a Variation, the Consultant shall submit a proposal to the Client, with a statement setting out: (a) detailed particulars of the Variation; (b) the work required or no longer required; (c) an estimate of any adjustment in the Total Value of Contract; (d) any adjustment to the Services Schedule or Payment Schedule; and (e) any other

	<p>effect the proposed Variation would have on the Services or on any other provision of the Contract.</p> <p>(ii) Based on its review of the Variation proposed by the Consultant, the Client may: (a) confirm the Variation; (b) provide its comments on the proposed Variation; or (c) reject the proposed Variation, while giving reasons in writing for such rejection, within seven (7) days of the submission of the proposal for a Variation. Upon the Client's acceptance of the proposed Variation, the Consultant shall proceed with the Variation.</p> <p>(iii) To the extent the Client seeks amendments in the proposed Variation, the Consultant shall incorporate or address, in writing, the Client's comments and submit a revised proposal. On approval of the revised proposal in accordance with Clause 14.4(ii), the Consultant shall proceed with the Variation.</p> <p>(iv) If the Parties are unable to reach agreement regarding the terms of a Variation Order, such disagreement shall be resolved pursuant to Clauses 49.</p> <p>14.5. Notwithstanding anything contained in this Clause 14, a Variation made necessary due to any act, omission or default of the Consultant in the performance of its obligations under the Contract will not result in any increase in the Total Value of Contract or extension of any Deliverable timeline.</p> <p>14.6. No Variation invalidates the Contract. The Consultant agrees that a Variation may involve the omission of any part of the Services and further, the Consultant agrees that the Client may engage others to perform that part of the Services which has been omitted. The Consultant further acknowledges that any omission or omissions will not constitute a basis to allege that the Client has repudiated the Contract no matter the extent or timing of the omission(s).</p> <p>14.7. Notwithstanding anything contained in this Clause 14, the Client shall not agree to any Variation if: (i) the Consultant seeks any Variation in its obligations which is due to any shortcoming or deficiency in the documents provided by the Consultant; (ii) the Variation relates to repeat performance of any Services due to the Consultant's failure to comply with the Client's requirements; or (iii)</p>
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	escalation in the cost of equipment, materials or the work force, other than on account of a Change in Law.
15. Change in Law	<p>15.1. For the purposes of this Contract, “Change in Law” means the occurrence of any of the following events after the date of execution of the Contract: (i) the modification, amendment or repeal of any existing Applicable Law; (ii) the enactment, promulgation, bringing into effect, adoption of any new Applicable Law; (iii) change in the interpretation or application of any Applicable Law by any Authority; (iv) the introduction of a requirement for the Consultant to obtain any new approval or permit or the unlawful revocation of an applicable approval or permit; or (v) the introduction of any new Tax or a change in the rate of an existing Tax.</p> <p>Change in Law does not include: (i) any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Consultant; (ii) any statute that has been published in draft form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of the Contract and which is a matter of public knowledge; or (iii) a draft statutory instrument or delegated legislation that has been published prior to the date of the Contract, which is under the active consideration or contemplation of the GoI or GoO and which is a matter of public knowledge.</p> <p>15.2. If, after the date of this Contract, there is any Change in Law which:</p> <ul style="list-style-type: none"> (i) increases the cost incurred by the Consultant in performing the Services; and/or (ii) affects the Services Schedule, <p>then the Consultant may notify the Client and appropriate adjustments shall be made to the Total Value of Contract and/or the Services Schedule to account for the Change in Law. The notice shall be accompanied by all supporting documents, details and information required by the Client to assess the claims of the Consultant. Provided that, if a Change in Law becomes applicable as a result of a delay by the Consultant in providing the Services, other than due to a Delay</p>

	<p>Event, then the Consultant shall not be entitled to any adjustment in the Total Value of Contract and/or the Services Schedule.</p> <p>Where it is not possible to address the effect of a Change in Law (through an adjustment in the Total Value of Contract and/or the Services Schedule), the Parties shall agree on a mechanism, including amending the terms of the Contract, to mitigate the adverse effects of the Change in Law. If the Parties are unable to reach an agreement within thirty (30) days of the notification of a Change in Law, then the matter shall be referred to dispute resolution in accordance with Clause 49.</p>
16. Force Majeure	
a. Définition	<p>16.1 For the purposes of this Contract, “Force Majeure” means any of the following events, which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances:</p> <ul style="list-style-type: none"> (i) acts of God; (ii) accidents, except as may be attributable to the Parties; (iii) earthquake, storm or flood; (iv) fires or explosions, except as may be attributable to the Parties; (v) acts of Authorities, except as may be attributable to the Parties; (vi) epidemics; (vii) war, terrorism, sabotage, civil commotions/civil disorder, or riots; and (viii) general strikes or lockouts or other industrial action/confiscation (which are not restricted to the Consultant or its Personnel). <p>16.2 Force Majeure shall not include: (i) any event which is caused by the negligence or intentional act or omission of a Party or any Personnel or its agents or employees, (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Contract, or be able to avoid or overcome in the carrying out of its obligations hereunder; (iii) insufficiency of funds or commercial hardship; and (iv) unavailability, or increase in the cost of any Personnel or component required to perform the Services, unless such unavailability or increase in costs is due to a Force Majeure event.</p>

<p>b. No Breach of Contract</p>	<p>16.3 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 to mitigate and overcome the effects of the Force Majeure event. Performance of any obligations affected by a Force Majeure event must be resumed as soon as reasonably possible after the abatement of such Force Majeure event.</p>
<p>c. Measures to be Taken</p>	<p>16.4 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>16.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>16.6 Any period within which the Consultant is required to complete any action or task, in terms of the Services Schedule, shall be extended for a period equal to the time during which the Consultant was unable to perform such action as a result of an event of Force Majeure.</p> <p>16.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (i) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurs in demobilization, and, if required by the Client, in reactivating the Services; or (ii) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract for the part of the Services performed by it during the subsistence of the Force Majeure event and be reimbursed for additional costs reasonably and necessarily incurred in demobilizing for the part of the Services which are affected by the Force Majeure event and, if required by the Client, in reactivating such part of the Services.</p>

	<p>16.8 Not later than thirty (30) days after the Consultant has, as a result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on the appropriate measures to be taken in the circumstances.</p> <p>16.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 49.</p> <p>16.10 Save and except as expressly provided in the Contract, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising from any event of Force Majeure or the exercise by it of any right pursuant to this Clause 16.</p>
d. Prolonged Force Majeure	<p>16.11 If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, the affected party may issue a notice of termination of the entire Contract or such part of the Services as is affected by the Force Majeure event, in accordance with Clause 18 below.</p>
17. Suspension	<p>17.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform or is in breach of any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: (i) shall specify the nature of the failure or breach, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
18. Termination	<p>18.1. This Contract may be terminated by either Party as per provisions set out below:</p>
a. By the Client	<p>18.1.1 A “Consultant Event of Default” means any of the events set out below, unless such event has occurred as a consequence of a default by the Client as set out in Clause 18.1.5, a Change in Law or any event of Force Majeure (“Consultant Event of Default”):</p> <ul style="list-style-type: none"> (i) 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 17 within thirty (30) days of receipt of such notice of suspension or within

	<p>such further period as the Client may have subsequently granted in writing;</p> <ul style="list-style-type: none">(ii) if the Consultant becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;(iii) if the Client, in its sole discretion and for any reason whatsoever which reason is required to be recorded in writing, decides to terminate this Contract;(iv) if the Consultant fails to confirm availability of Key Experts as required in Clause 11;(v) if the Consultant replaces any Key Expert in contravention of the provisions of this Contract;(vi) if the Consultant has engaged in corrupt, fraudulent, collusive, coercive, undesirable or restrictive practice in bidding for or in subsequently executing the Contract;(vii) if the Consultant fails to furnish, renew and/or maintain the Performance Security in accordance with this Contract;(viii) if the Consultant assigns or novates its rights and obligations under this Contract without the prior written consent of the Client;(ix) if any of the Consultant's representations and warranties are found to be false and/or misleading; or(x) if the Consultant is in breach of any Applicable Laws. <p>18.1.2 Without prejudice to other provisions of this Contract, upon the occurrence of a Consultant Event of Default, the Client may deliver a notice to the Consultant specifying the nature of the breach and giving a cure period of thirty (30) days to the Consultant to cure the Consultant Event of Default.</p> <p>Provided that, in case of occurrence of a Consultant Event of Default set out in Clauses 18.1.1(ii), 18.1.1(vi), the Client shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.</p> <p>18.1.3 Subject to Clause 18.1.2, and except in case of the event set out at Clause 18.1.1(iii), if by the end of the cure period, the Consultant has not remedied the Consultant Event of Default or taken steps to remedy the Consultant Event of Default to the satisfaction of the</p>
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	<p>Client, then the Client shall have the right to issue a termination notice, upon which this Contract shall terminate forthwith.</p> <p>18.1.4 Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Consultant Event of Default set out in Clauses 18.1.1(i) or 18.1.1(v), to the extent such Consultant Event of Default affects one or more of the task/activities but not the entire Contract, the Client shall have the right to partially terminate the Contract with respect to the Task/activities affected by such Consultant Event of Default and not the entire Contract. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant with regard to the Task/activities which are not affected by the Consultant Event of Default.</p> <p>Upon total or partial termination of the Contract for a Consultant Event of Default, the Client will have the right to engage a third party consultant to complete the Services or the Task/activities which have been deleted from the Consultant's scope and the Client shall recover the incremental costs incurred by the Client in engaging a third party consultant from the Consultant.</p>
<p>b. By the Consultant</p>	<p>18.1.5 A "Client Event of Default" means any of the following events set out below, unless such event has occurred as a consequence of a default by the Consultant as set out in Clause 18.1.1, a Change in Law or any event of Force Majeure:</p> <ul style="list-style-type: none"> (i) if the Client fails to pay any undisputed money due to the Consultant pursuant to this Contract within One Hundred and Eighty (180) calendar days after receiving written notice from the Consultant that such payment is overdue; (ii) if the Client is in material breach of its obligations under this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach; (iii) if the Client becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or

	<p>(iv) if the Client suspends the performance of the Services for more than sixty (60) days, for reasons not attributable to the Consultant.</p> <p>18.1.6 Without prejudice to other provisions of this Contract, upon the occurrence of a Client Event of Default, the Consultant may deliver a notice to the Client specifying the nature of the breach and giving a cure period of thirty (30) days to the Client to cure the Client Event of Default.</p> <p>Provided that, in case of occurrence of a Client Event of Default set out in Clauses 18.1.5(iii) or 18.1.5(iv), the Consultant shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.</p> <p>Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Client Event of Default set out in Clauses 18.1.5(i) or 18.1.5(ii), to the extent such Client Event of Default affects one or more of the Task/activities but not the entire Contract, the Consultant will not have a right to terminate the entire Contract for such Client Event of Default, but will only have a right to partially terminate the Contract with respect to the Task/activities affected by such Client Event of Default. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant and the Client with regard to the Task/activities which are not affected by the Client Event of Default.</p>
<p>c. Termination for Force Majeure</p>	<p>18.1.7 If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, then either Party may issue a notice of termination to the other Party. Upon receipt of this notice, the Parties shall have a period of fifteen (15) days to agree on the manner in which the Contract may be progressed upon cessation of the Force Majeure event and the variations, if any, required to the Contract to address the consequences of the Force Majeure event. If on the expiry of the fifteen (15) day period, the Parties fail to arrive at an agreement, either Party may immediately terminate this Contract by written notice to the other Party.</p> <p>Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Force Majeure event which affects one or more of the Task/activities but not the entire Contract, the Contract may be partially terminated with respect to the Task/activities affected by such</p>

	Force Majeure event. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant with regard to the Task/activities which are not affected by the Force Majeure event.
d. Cessation of Rights and Obligations	18.1.8 Upon termination of this Contract pursuant to Clause 18, or upon expiration of this Contract pursuant to Clause 12, all rights and obligations of the Parties hereunder shall cease, except (i) any cause or action which may have occurred in favour of either Party or any right which is vested in either Party under any provision of the Contract as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry or termination of the Contract, (ii) the obligation of confidentiality set forth in Clause 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 25, (iv) the indemnity obligations of the Parties as set out in Clause 19; (v) the obligations in relation to intellectual property rights under Clause 27; and (vi) any right which a Party may have under the Applicable Law.
e. Cessation of Services	18.1.9 Upon termination of this Contract by either Party , the Consultant shall: (i) 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; and (ii) transfer to the Client all documents, data, programmes, applications, software, equipment etc. developed or acquired by the Client for the purposes of performing the Services along with the right to use the Intellectual Property in such documents, data, programmes, applications, software, equipment for the BUKC Project.
f. Payment upon Termination	18.1.10 Upon termination or partial termination of this Contract for a Consultant Event of Default (except the event set out in Clause 18.1.1(iii) above), the Client shall make the following payments to the Consultant: (i) Remuneration for services satisfactorily performed prior to the effective date of termination.
19. Indemnity and Limitation of Liability	19.1 Consultant's indemnity The Consultant must indemnify and hold harmless the Client and the Client's staff, their Affiliates and directors of their Affiliates (each a "Client Indemnified Party") from and against any and all claims and

losses suffered or incurred by the Client Indemnified Party, including claims by a third party, arising out of:

- (i) any failure of the Consultant to pay taxes or any statutory dues;
- (ii) any non-compliance or violation of Applicable Law or applicable permits by the Consultant;
- (iii) breach of the Consultant's representations and warranties set out in the Contract;
- (iv) bodily injury, sickness or death of any person whatsoever;
- (v) breach of the Consultant's obligations under the Contract;
- (vi) physical damage to the Project Office or any property therein;
- (vii) loss of or physical damage to property of any third party; or
- (viii) infringement of the Intellectual Property Rights of any third party by the Consultant under the Contract.

19.2 Client's indemnity

The Client agrees to indemnify and hold harmless the Consultant and the Personnel (each a "Consultant Indemnified Party") from and against any and all claims or losses suffered or incurred by the Consultant Indemnified Party arising out of:

- (i) breach of the Client's representations and warranties under the Contract; or
- (ii) any non-compliance or violation of Applicable Laws or any Client's applicable permits or consents by the Client.

19.3 On receipt of a notice of any claim, which would entitle any Party ("Indemnified Party") to claim indemnification from the other Party ("Indemnifying Party"), the Indemnified Party shall, within a reasonable time, provide a written notice of the claim to the Indemnifying Party along with all the documents available with it in respect of the claim, specifying in detail the claim, the amount claimed by the third party, the date on which the claim arose and the nature of the default to which such claim relates (including a reference to the

applicable provision of the Contract) and the Indemnifying Party shall settle the claim accordingly. The Indemnifying Party shall be entitled to but not obliged to participate in and control the defence of any such suit, action or proceeding at its own expense or direct the Indemnified Party to defend such claim, at the cost of the Indemnifying Party. If the Indemnifying Party elects to control the defence of any such suit, action or proceeding, the Indemnified Party shall render all necessary assistance for the purposes of enabling the Indemnifying Party to take the action referred to in this Clause 19.3. The Indemnifying Party may also request the Indemnified Party, at the cost of the Indemnifying Party to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against the third party the Indemnifying Party's rights in relation to the matter and in connection with proceedings related to the matter, use reputable advisers and lawyers chosen by the Indemnifying Party. The Indemnified Party shall not settle any such suit, action or proceeding without the prior written consent of the Indemnifying Party.

19.4 The Indemnifying Party agrees and acknowledges that it shall fully indemnify the Indemnified Party for all amounts paid and/or costs incurred by the Indemnified Party in accordance with this Clause 19.

19.5 Unless otherwise specified in the Contract, neither Party shall be liable to the other Party for any kind of indirect, punitive or consequential loss or damage or for any economic loss, loss of profit, loss of revenue, loss of use or business interruption which may be suffered by the other Party in connection with this Contract, except for losses caused by the fraud or wilful misconduct of the Party.

19.6 The Party entitled to the benefit of an indemnity under this Clause 19 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

19.7 The obligation to indemnify stipulated in this Clause 19 is:

- (i) continuing, separate and independent obligation of the Parties from their other obligations and shall survive the termination of this Contract; and

	<p>(ii) shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied to reduce claims made against the affected Party.</p> <p>19.8 For the purpose of this Clause 19: (i) “claim” means any claim, liability, proceeding, cause of action, action, suit, demand at law or in equity, in each case brought against either Party (including by any third party); and (ii) “loss” means all losses (excluding consequential losses, indirect losses and loss of profit), damages, liabilities, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrators' fees), charges and expenses of whatever nature or howsoever occasioned including any of the above suffered by the non-defaulting Party or a third party as a result of any act or omission in the course of or in connection with the performance, non-performance or deficiency in the performance of obligations under this Contract.</p>
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C. RIGHTS AND OBLIGATIONS OF THE CONSULTANT

20. General	
a. Standard of Performance	<p>20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with Good Industry Practices and this Contract, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with third parties.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p> <p>20.3 The Consultant may sub-contract part of the Services of Contract provided that the compensation for the sub consultant(s) shall not exceed 30% of the total value of the Contract.</p>
b. Law Applicable to Services	<p>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its Personnel comply with the Applicable Law.</p>

	<p>20.5 Throughout the duration of the Contract, the Consultant shall comply with the prohibitions in India in relation to the import of goods and services when as a matter of law or official regulation, there is a prohibition on entering into or maintaining commercial relations with the country from where the import is proposed to be made.</p> <p>20.6 The Consultant shall obtain, maintain and comply with the terms of all applicable permits, including work permits for its Personnel, required to perform the Services, at its own risk and cost.</p>
21. Conflict of Interest	<p>21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
a. Consultant Not to Benefit from Commissions, Discounts, etc.	<p>21.1.1 The Remuneration of the Consultant pursuant to Clauses 42 through 46 shall constitute the Consultant's only payment in connection with this Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines of the GoO, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be to the account of the Client.</p>
b. Consultant and Affiliates Not to Engage in Certain Activities	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its Affiliates, shall be disqualified from providing goods, works, or non-consulting services resulting from or directly related to the Services, for the implementation of the Project, unless otherwise indicated in the SCC.</p>
c. Prohibition of Conflicting Activities	<p>21.1.4 The Consultant shall not engage, and shall cause its Personnel to not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>

<p>d. Strict Duty to Disclose Conflicting Activities</p>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Personnel shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>22. Confidentiality</p>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not, within 2 years of successful completion or termination of contract, as applicable, at any time communicate to any person or entity any proprietary or confidential information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any other information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>Notwithstanding the aforesaid, the Consultant and the Personnel may disclose such information to the extent that such information:</p> <ul style="list-style-type: none"> (i) was in the public domain prior to its delivery to the Consultant/Personnel or becomes a part of the public domain from a source other than the Consultant/Personnel; (ii) was obtained from a third party with no known duty to maintain its confidentiality; (iii) is required to be disclosed under Applicable Laws or judicial/administrative/arbitral process or by any government instrumentality, provided that such disclosure is made: (a) after giving a prior written notice to the Client; and (b) using reasonable efforts to ensure that such disclosure is accorded confidential treatment; (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant on a needs basis as is reasonable under the circumstances, provided that the Consultant shall require such professional advisers, agents, auditors or representatives to undertake in writing to keep the information provided confidential, and further provided that the Consultant shall use best efforts to ensure compliance with such undertaking.

<p>23. Liability of the Consultant</p>	<p>23.1 Subject to the exclusions set out in the SCC, the overall liability of the Consultant and the Client under this Contract shall not exceed the amounts specified in the SCC.</p> <p>23.2 The Parties agree and acknowledge that the provisions of this Clause 23 read with the SCC in respect of limitation and exclusion of liabilities is an agreed allocation of risk between the Parties, the sufficiency of which the Parties hereby agree and acknowledge.</p>
<p>24. Insurance to be Taken by the Consultant</p>	<p>24.1 The Consultant: (i) shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client within fifteen (15) days of the request, showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</p>
<p>25. Accounting, Inspection and Auditing</p>	<p>25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs and the basis thereof.</p> <p>25.2 The Consultant shall permit, the Client and/or persons appointed by the Client to inspect all accounts and records relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Client, if requested by the Client. Any act intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause 25.2 shall constitute a material breach of the Contract, which would give the Client the right to terminate the Contract.</p>
<p>26. Reporting Obligations</p>	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix (the "Reports").</p>
<p>27. Proprietary Rights of the Client in Reports and Records</p>	<p>27.1 The Client shall own all Intellectual Property Rights in the Deliverables, Reports, programmes, data, information such as maps, diagrams, plans, specifications, technical information, solutions, models, databases, drawings, software, supporting records, or other documents and material compiled or prepared by the Consultant for the Client in the course of the Services. The Consultant shall, upon termination or expiration of this Contract, deliver all such Deliverables, Reports, data, information and documents to the Client, together with</p>

	<p>a detailed inventory thereof. The Consultant may retain a copy of such Deliverables, Reports, documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 Subject to Clause 27.1 above, all Intellectual Property Rights in the documents, know-how, data, software and programmes used in connection with preparing the Deliverables and the Services, which are proprietary to the Consultant or its third party licensors shall belong to the Consultant, or, as the case may be, its third party licensors and the Consultant hereby grants to the Client a royalty-free, irrevocable, non-exclusive licence to use, modify and reproduce the Deliverables and any Intellectual Property Rights contained in the Services for any purpose whatsoever connected with the BUKC Project; and the licence hereby granted shall carry the right to grant sub-licences and shall be transferable to third parties only in relation to BUKC projects. The cost of such license shall be deemed to be included in the Total Value of Contract.</p> <p>27.3 The Consultant shall indemnify and hold harmless the Client from and against all claims and losses that the Client may suffer or incur on account of infringement (or alleged infringement) of any third party's Intellectual Property Rights in performance of the Services.</p>
28. Equipment, Vehicles and Materials	<p>28.1 Equipment, vehicles and materials, if any made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions.</p> <p>28.2 Any equipment or materials owned or purchased by the Consultant or its Personnel at its own cost for use either in the performance of the Services or personal use shall remain the property of the Consultant or Personnel concerned, as the case may be.</p>
29. Timelines for Completion	<p>29.1 The Consultant shall perform the Services strictly in accordance with the Services Schedule and complete each Deliverable on or before the relevant Deliverable timeline.</p>

	<p>29.2 Subject to Clause 29.4 below, the Consultant shall be entitled to a day-for-day extension of the relevant Deliverable timeline if and only to the extent that performance of Services is or will be delayed due to any of the following reasons (each such event, a Delay Event):</p> <ul style="list-style-type: none">(i) any delay, impediment or prevention caused by or attributable to the Client, or the Client's personnel, including any delay or impediment in accessing the Project Office;(ii) an order issued by the Client to suspend the Services, unless such suspension is attributable to an act or omission of the Consultant or the Personnel;(iii) any delay in the approval of any Deliverable in accordance with Clause 41;(iv) occurrence of a Force Majeure event, provided that the requirements of Clause 16 above have been complied with;(v) Change in Law;(vi) delay by any Authority in renewing any applicable permit, despite the Consultant having applied for such renewal expeditiously and having complied with the requirements of Applicable Laws in making such application;(vii) any Variation;(viii) any order of a court restraining the performance of the Contract in full or in any part thereof, for reasons not attributable to the Consultant;(ix) delay caused in complying with any instructions of the Client or the Client's representative, which instructions are not attributable to any default or failure of the Consultant; or(x) delay in providing any services, facilities or property required to be provided by the Client in accordance with Appendix A. <p>29.4 The Consultant shall promptly provide the Client with: (i) a notice upon becoming aware of any Delay Event listed in Clause 29.3 above; and (ii) a notice of its claim for extension of any Deliverable timeline, with such notice specifying the nature of the Delay Event, the extent of delay suffered or likely to be suffered by the Consultant, the mitigation measures being taken or proposed to be taken by the Consultant, and any other information relevant to claim such extension.</p> <p>29.5 The Consultant shall ensure that the particulars provided to the Client under Clause 29.4 above are kept up to date and shall</p>
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	<p>continuously submit such further particulars as may be necessary or which may be requested by the Client, from time to time.</p> <p>29.6 Any extension in accordance with this Clause 29 shall be implemented by way of a Variation Order in accordance with Clause 14.</p> <p>29.7 If there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Consultant to an extension of time in accordance with this Clause 29, then the Consultant shall not be entitled to an extension of time for the period of such concurrency.</p>
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D. PERSONNEL

<p>30. Description of Key Experts (Core Team)</p>	<p>30.1 The title, agreed job description, minimum qualification and time-input estimates of each Key Expert to carry out the Services are described in Appendix B.</p> <p>30.2 If required to comply with the provisions of Clause 20.a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant with prior approval of the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any Key Expert by more than 10% or one week, whichever is longer; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the maximum Remuneration set forth in Clause 42.1.</p> <p>30.3 If any additional work is required by the Client beyond the scope of the Services specified in Appendix A pursuant to a Variation Order the estimated time-input for the Key Experts and maximum Remuneration payable to the Client may be increased by agreement in writing between the Client and the Consultant in accordance with Clause 14.</p>
<p>31. Replacement of Key Experts (Expert Pool and Deputy Team Leader and Additional Resources, if any)</p>	<p>31.1 Except as the Client may otherwise agree in writing and subject to sub-Clauses (i) – (iii) below, no changes shall be made in the Key Experts without the prior consent of the Client:.</p> <p>(i) during the (first) 1st year of the Contract, the Consultant may change a maximum of two (2) Key Experts with the prior consent of the Client and in such case a replacement Key Expert</p>

	<p>shall have equal or better qualifications and experience as those of the originally proposed Key Expert; If the Consultant proposes to change more than 2 Key Experts in the 1st year, 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 Program Manager in the 1st year, then the penalty shall be 50% of the professional fee quoted for the Program Manager.</p> <p>(ii) during the (second) 2nd year of the Contract, the Consultant may change a maximum of (three) 3 Key Experts with the prior consent of the Client and in such case a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert; 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.</p> <p>(iii) during the third (3rd) year of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 50% of the Key Experts forming part of the Expert Pool as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in the number of key experts more than the above prescribed limit during 3rd year, penalty of 10% of the professional fee quoted for that expert shall be imposed by the Client.</p> <p>Any change, replacement or substitution of a Key Expert, whether temporary or permanent, in contravention of the Contract (specifically this Clause 31.1) shall constitute a material breach of the Contract.</p> <p>31.2 A request for substitution of a Key Expert during the term of the Contract may be considered based on the Consultant's written request and only in circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity of any Key Expert. In such case, the Consultant shall submit a written request for replacement of the Key Expert with a person of equivalent or better qualifications and experience, and at the same man month rate as specified in Appendix C for such Key Expert being replaced. The request for replacement of a Key Expert should state in sufficient</p>
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	<p>detail the reasons for the proposed replacement and should be accompanied by the CV of the substitute Key Expert with details of his experience and qualification and in the format set out in Form TECH-4 of the RFP.</p> <p>31.3 The client may make a request in writing for the substitution of a key expert/ programme support team member with an equal or better qualification and experience. On receiving request, the consultant shall provide substitution within 30 days of receipt of request on the same man-month rate for the respective key expert/ programme support team member as agreed in the Appendix-C.</p>
32. Approval of Additional Resources	<p>32.1 If during the term of the Contract, Additional Resources are required to carry out the Services, the one party shall submit a written request to the other party, stating in sufficient detail the reasons for requiring Additional Resources. The consultant shall, on receiving/submitting request, submit detailed CVs of the Additional Resources in the format set out in Form TECH-4 of the RFP for the approval of the client. The remuneration payable to such new Additional Resources shall be mutually discussed between the Parties at the time of appointment of the relevant Additional Resources and payments made to the Additional Resources shall be in the nature of Reimbursable Expenses.</p>
33. Removal of Personnel	<p>33.1 If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that Consultant's Personnel have engaged in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices (as specified in Attachment 1 to the GCC) while performing the Services, the Consultant shall, at the Client's written request, provide a replacement for such Personnel.</p> <p>33.2 In the event that any of Personnel is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>33.3 The replacement of any Personnel shall possess equivalent or better qualifications and experience and shall be approved by the Client. The process for obtaining the approval of the Client for any Additional Resources or for replacement of a Key Expert, as set out in Clauses 31</p>

	and 32 above, must also be followed for removal and replacement of any Personnel under this Clause 33.
34. Replacement/ Addition/ Removal of Personnel – Impact on Payments	<p>34.1 Except as the Client may otherwise agree: (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced or removed.</p> <p>34.2 The consultant will access and deploy extra number of personnel after obtaining approval of the client to complete a deliverable within specified timeline, if required. For such extra personnel deployment the client shall not pay extra remuneration or reimbursable expenses.</p>
35. Working Hours, Overtime, Leave, etc.	<p>35.1 Working hours and holidays for Personnel are set forth in Appendix B.</p> <p>35.2 Any taking of leave by Key Experts or Programme Support Team shall be subject to the prior approval by the Client & Consultant. Consultant shall ensure that absence for leave purposes will not delay the progress and or impact the overall performance of the Services.</p>

E. RIGHTS AND OBLIGATIONS OF THE CLIENT

36. Assistance and Exemptions	<p>36.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> (i) Assist the Consultant with obtaining any applicable permits, including work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (ii) Assist the Consultant with promptly obtaining, for the Personnel who are not residents of India and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract. (iii) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel who are not residents of India and their eligible dependents. Provided that, clearance through customs of any property required for the Services will remain the primary
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	<p>obligation of the Consultant and the Consultant shall not be entitled to any extension of time on account of any delay in obtaining any customs clearance.</p> <p>(iv) Issue to officials, agents and representatives of the government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(v) To the extent permissible under Applicable Laws, assist the Consultant and the Personnel with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity under Applicable Laws.</p> <p>(vi) Provide to the Consultant any such other assistance as may be specified in the SCC.</p>
37. Access to Project Office	<p>37.1 The Client warrants that on and from the Effective Date and until the expiry or early termination of the Contract, the Consultant shall have unimpeded and unhindered access to the Project Office for the performance of the Services, at no additional cost to the Consultant. The Consultant will be responsible for any damage to the Project Office or any property thereon resulting from such access and will indemnify the Client in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Client.</p> <p>37.2 The Client shall provide basic utilities (including water and electricity) to the Consultant at the Project Office, at no additional cost to the Consultant.</p>
38. Services, Facilities and Property of the Client	<p>38.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p> <p>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result</p>

	<p>thereof. Any adjustment to the Services Schedule and/or the Remuneration pursuant to this Clause 38 shall be by way of a Variation in accordance with Clause 14.</p>
<p>39. Counterpart Personnel</p>	<p>39.1 The Client shall make available to the Consultant free of charge such professional and support personnel, to be nominated by the Client with the Consultant's advice, as specified in Appendix A.</p> <p>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof. Any adjustment to the Remuneration pursuant to this Clause 39 shall be by way of a Variation in accordance with Clause 14.</p> <p>39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant, who will be solely responsible for any and all acts and omissions of such personnel. If any such personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
<p>40. Payment Obligation</p>	<p>40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make payments of the Remuneration and the Reimbursable Expenses to the Consultant in such manner as is provided in Clause 43 read with the SCC.</p>
<p>41. Review and Approval of Deliverables and Completion Certificate</p>	<p>41.1 The Client shall review and provide comments on all Deliverables and other documents submitted by the Consultant, including any subsequent amendments to these documents, in a timely manner so as to enable the Consultant to perform the Services in accordance with the Services Schedule and to comply with its obligations within the time lines prescribed under the Contract.</p> <p>41.2 Unless otherwise specified in the Terms of Reference, the Consultant shall submit copies of each draft Deliverable to the Client for its review and approval in a manner such that the final approved Deliverable is submitted to the Client within the time lines specified in the Services Schedule.</p>

	<p>41.3 The Client shall review and provide comments, if any, on each draft Deliverable submitted by the Consultant or notify the Consultant of its approval of the draft Deliverable within fifteen (15) working days from the date of receipt of the draft Deliverable. The Client shall have the right to require the Consultant to amend or modify the draft Deliverable if the Client identifies any deficiencies or shortcomings in the draft Deliverable. If the Consultant receives any comments, suggestions or instructions to modify the draft Deliverable from Client, then the Consultant shall modify the draft Deliverable to correct any shortcomings or deficiencies identified by Client and submit the revised Deliverable to the Client for its approval. This process shall continue until the draft Deliverable is approved by the Client.</p> <p>41.4 Upon approval of a Deliverable by the Client in accordance with Clause 41.3, the Consultant shall issue a Deliverable Acceptance Certificate to the Client for the approved Deliverable, and the Client shall duly endorse the Deliverable Acceptance Certificate to signify its acceptance of the relevant Deliverable. The Client will endorse the Deliverable Acceptance Certificate within twenty (20) working days of receipt of the Deliverable Acceptance Certificate. The performance of the Services (covered by the relevant Deliverable) shall be complete upon the endorsement of the Deliverable Acceptance Certificate for such Services by the Client.</p> <p>41.5 Notwithstanding any review or approval of a Deliverable by the Client or issuance of a Deliverable Acceptance Certificate by the Client, the Consultant shall bear all risk, responsibility and liability for the suitability, accuracy, adequacy and practicality of the final Deliverable.</p> <p>41.6 Notwithstanding any review or approval of a Deliverable by the Client or issuance of a Deliverable Acceptance Certificate by the Client, at the time of implementation of the Project, if the Client discovers any inaccuracies, discrepancies or shortcomings in a Deliverable, then the Client shall have the right to require the Consultant to rectify any such discrepancy, inaccuracy or shortcoming in the relevant Deliverable, without any additional cost to the Client.</p>
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F. PAYMENTS TO THE CONSULTANT

42. Total Value of Contract	<p>42.1 In consideration of the Services, the Client shall pay to the Consultant the Remuneration in accordance with the Payment Schedule. In addition to the Remuneration, the Consultant shall also be paid the Reimbursable Expenses for the costs incurred by the Consultant under the various heads of expenditure specified in Appendix D.</p> <p>42.2 The Consultant is deemed to have satisfied itself of the correctness and sufficiency of the Remuneration and Reimbursable Expenses and except as otherwise provided in the Contract, the aggregate Remuneration and the Reimbursable Expenses payable under this Contract shall not exceed the ceilings in INR specified in the SCC. Any payments in excess of the ceiling for any additional scope of work or otherwise shall only be way of a Variation in accordance with Clause 14.</p>
43. Remuneration and Reimbursable Expenses	<p>43.1 The Client shall pay to the Consultant:</p> <p>(i) Monthly Remuneration based on the actual man months spent by the Programme Support Team and Key Experts on providing the Services; and</p> <p>(ii) Reimbursable Expenses that are actually and reasonably incurred by the Consultant in the performance of the Services, not exceeding the ceiling specified in Appendix D.</p> <p>43.2 All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>43.3 The man month rates considered for the Remuneration will be adjusted during term of the Contract in accordance with the price adjustment formula specified in the SCC.</p> <p>43.4 The Remuneration shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Personnel list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the Clause 43.2 of the SCC.</p>

<p>44. Taxes and Duties</p>	<p>44.1 The Consultant and Personnel are responsible for meeting any and all Tax liabilities arising out of the Contract in India or elsewhere, unless it is stated otherwise in the SCC.</p> <p>44.2 The applicable GST shall be payable as per applicable norms.</p> <p>44.3 All payments made by the Client to the Contractor shall be subject to deductions and withholding of applicable Taxes in accordance with Applicable Laws.</p>
<p>45. Currency of Payment</p>	<p>45.1 Any payment under this Contract shall be made in Indian Rupees.</p>
<p>46. Mode of Billing and Payment</p>	<p>46.1 Billings and payments in respect of the Services shall be made in accordance with the Payment Schedule.</p> <p>46.2 <u>Monthly invoices.</u> For the payments specified in Clauses 43.1(i), and 43.1(ii) above, as soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized invoices stating: (i) the Remuneration payable for the Programme Support Staff and Key Experts who have provided Services in the relevant month based on the man month rates specified in Appendix C, including all applicable Taxes; and (ii) the Reimbursable Expenses, if any, incurred by the Consultant in the relevant month. Each monthly invoice shall be accompanied by the time sheets of the Programme Support Staff and Key Experts who have provided Services in the month to which the invoice relates and other supporting documents, as may be specified in the SCC. Each monthly invoice will include a description of the Services provided, the name and agreed man month rate of the Programme Support Staff and the Key Expert providing the Services in the relevant month, and itemization and description of Reimbursable Expenses and disbursements in the relevant month.</p> <p>The Client shall pay the Consultant's monthly invoices within ninety (90) days after the receipt by the Client of such monthly invoices with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments to the Consultant.</p>

	<p>46.3 Notwithstanding anything to the contrary in the Contract, the Client may withhold from any payment due to the Consultant any amounts that the Client deems reasonably necessary or appropriate because of any one or more of the following reasons:</p> <ul style="list-style-type: none">(i) failure by the Consultant to provide certificates of insurance;(ii) any overpayments made by the Client in a previous payment;(iii) any payment required to be withheld under any Applicable Law;(v) the invoice is not accompanied by all necessary supporting documents;(iv) a dispute exists as to the accuracy or completeness of any invoice; or(v) any amounts due to the Client from the Consultant under the Contract. <p>46.4 All payments under this Contract shall be made by wire transfer or by any other authorized mode to the accounts of the Consultant specified in the SCC.</p> <p>46.5 The payments made to the Consultant pursuant to this Contract do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p>
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G. FAIRNESS AND GOOD FAITH

47. Good Faith	<p>47. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
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H. MISCELLANEOUS

48. Amicable Settlement	<p>48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may send a written notice of dispute to the other Party providing in detail the basis of the dispute. The Party receiving the notice of dispute will consider it and respond in writing within fourteen (14) days after receipt. If such Party fails to respond</p>
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	<p>within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 49 shall apply.</p>
49. Dispute Resolution	<p>49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to arbitration in accordance with the provisions specified in the SCC.</p>
50. Performance Security	<p>50.1 The Consultant shall furnish to the Client the Performance Security in the format set out in Appendix E, from a scheduled commercial bank in India, to secure the performance of its obligations under the Contract. The Performance Security shall be for an amount specified in the SCC.</p>
51. Assignment	<p>51.1 Except as expressly permitted in the Contract, the Consultant shall not be entitled to divest, transfer, assign or novate all or substantially all of its rights, interests, benefits and obligations under the Contract, without the prior written consent of the Client.</p> <p>51.2 The Client shall be entitled to assign, transfer or novate its rights and obligations under the Contract or any part thereof to any third party or to an affiliate, without the requirement of any further consent from the Consultant, provided that where such assignment is made to a third party, the Client shall use its best efforts to ensure that the third party to whom the benefits and obligations under the Contract or any part thereof has been assigned, has the necessary financial capability to comply with the obligations under the Contract.</p>
52. Representation and Warranties	<p>52.1 <u>Client's Representations and Warranties</u></p> <p>The Client makes the following representations and warranties to the Consultant:</p> <ul style="list-style-type: none"> (i) it has been incorporated as a company under the laws of India and is validly existing under those laws; (ii) it has power to enter into this Contract and comply with its obligations under it; (iii) this Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;

	<p>(iv) it has in full force and effect the authorisations necessary for it to enter into this Contract and the transactions under it; and</p> <p>(v) its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract.</p> <p>52.2 <u>Consultant's Representations and Warranties</u></p> <p>The Consultant makes the following representations and warranties to the Client:</p> <p>(i) it has been incorporated/registered as a company/firm under the laws of [<i>Insert country of incorporation/registration</i>] and is validly existing under those laws;</p> <p>(ii) it has power to enter into this Contract and comply with its obligations under it;</p> <p>(iii) this Contract and the transactions under it do not contravene its constituent documents or any applicable law of its jurisdiction or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;</p> <p>(iv) it has in full force and effect the authorisations necessary for it to enter into this Contract and the transactions under it;</p> <p>(v) its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract;</p> <p>(vi) it is not in breach of any Applicable Law in a way which may result in a material adverse effect on its business or financial condition;</p> <p>(vii) there is no pending or threatened proceeding affecting the Consultant or any of its assets that would affect the validity or enforceability of this Contract, the ability of the Consultant to fulfil its commitments under this Contract, or that could have a material adverse effect on the business or financial condition of the Consultant;</p> <p>(viii) it has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a</p>
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	<p>material adverse effect on its ability to perform its obligations under the Contract;</p> <p>(ix) it has the necessary skill and experience to perform the Services in accordance with this Contract;</p> <p>(x) it owns or has the right to use and license to the Client all Intellectual Property Rights in relation to the Services and the Deliverables to be provided under this Contract;</p> <p>(xi) the performance of the Services shall not infringe the Intellectual Property Rights of any third party and that the Consultant has not received notice of any claim, and is not aware of any facts or circumstances that may give rise to such claim;</p> <p>(xii) it will perform its obligations under the Contract and conduct its business with a high level of integrity which is reasonably expected of an international contractor of similar size and profile, conducting a similar line of business, and will not engage in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices; and</p> <p>(xiii) without prejudice to any express provision contained in the Contract, the Consultant acknowledges that prior to the execution of the Contract, the Consultant has after a complete and careful examination made an independent evaluation of the Terms of Reference and any information provided by or on behalf of the Client and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Consultant in the course of performance of its obligations hereunder.</p>
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II. General Conditions

Attachment 1: Corrupt and Fraudulent Practices

- 1.1 The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in the RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Consultant’s Proposal.
- 1.2 Without prejudice to the rights of the Client under the RFP and the rights and remedies which the Client may have under the LOA or the Contract, if an Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Consultant is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 1.3 For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) “corrupt practice” means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process) or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (b) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the LOA or the

Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Contract;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- (iv) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹;
- (v) “undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (b) having a Conflict of Interest; and
- (vi) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the selection process.

¹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Bhubaneswar Development Authority</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p>The Authorized Representatives are:</p> <p>For the Client: [Insert name] Vice-Chairman, Bhubaneswar Development Authority</p> <p>_____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>Commencement of Services:</p> <p>The number of days shall be 30 (thirty) Days from issuance of Signing of Agreement</p>

	Confirmation of Key Experts' availability to perform the Services shall be submitted by the Consultant to the Client in the form of a written statement signed by each Key Expert.
12.1	Expiration of Contract: The term of the Contract shall be three (3) years, which may be extended on mutually agreed terms and conditions for a further period of 2 years, subject to satisfactory performance of the Services by the Consultant. If the term of the Contract is extended pursuant to the Clause 13 of the GCC, then the Consultant shall also extend the validity of the Performance Security for an equivalent period.
21.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing Services described in Clause 21.1.3.

23.1	(i) The maximum overall liability of the Consultant under this Contract shall not exceed the Total Value of Contract. (ii)
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (i) Professional liability insurance, with a minimum coverage of equal to the Total Value of Contract. (ii) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof. (Only in case if the Consultant owns and operates a motor vehicle in its own name for the performance of services at Bhubaneswar) <p>Within fifteen (15) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this Clause, the Consultant shall furnish to the Client, copies of such policy certificates, policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of the Contract.</p> <p>If the Consultant fails to effect and keep in force the insurances set out above, the Client shall, without prejudice to its other rights under the Contract, have the right, to procure and/or keep in force the aforesaid insurance(s), pay the premium as required and recover the costs thereof from the Consultant. If the Consultant fails to reimburse the Client for any insurance premium paid by the Client on behalf of the Consultant, the Client may deduct the relevant amount from the next payment to be made in accordance with the Payment Schedule.</p> <p>The Consultant shall ensure that, in each insurance policy, the Client is named as the beneficiary.</p>
42.2	<p>The ceiling in local currency on the Remuneration is: <u> </u> <i>[insert amount and currency as mentioned in the Proposal]</i> [indicate: inclusive or exclusive] of local taxes.</p>

	<p>The ceiling in local currency on the Reimbursable Expenses is: _____ <i>[insert amount and currency as mentioned in the RFP.]</i></p>
43.3	<p>The prices quoted by the Consultant in Section -3 of RFP i.e. Financial Proposal shall be fixed for the entire duration of contract period of 3 years.</p> <p>In the event Client intends to extend the contract period beyond 3 years there shall one time increase in the quoted price by 10% for the extended period of 2 years.</p>
44.1 and 44.2	<p>(a) The Consultant and the Personnel shall pay the Taxes levied under Applicable Laws during the term of the Contract and the Client shall perform such duties in regard to the deduction of such Taxes as may be lawfully imposed.</p> <p>The Client warrants that the Client shall reimburse the Consultant in respect of:</p> <ul style="list-style-type: none"> (i) any payments whatsoever made to the Consultant for providing additional resources in connection with the carrying out of the Services; (ii) any equipment, materials and supplies brought in by the Consultant for the purpose of carrying out the Services as per instruction of Client; (iii) Any other services / goods, etc. procured as per instruction of Client.
46.2	<p>Each monthly invoice will be accompanied by the following supporting documents in accordance with the Terms of Reference set out in the RFP:</p> <ul style="list-style-type: none"> (i) Time sheet of the relevant Personnel; and (ii) Progress reports.
46.5	<p>The accounts are: for local currency INR: <i>[insert account]</i>.</p>
50.1	<p>Arbitration Procedure</p> <p>Any Dispute which is not resolved amicably within 30 days from the date of last written communication from either Party shall be referred to the Vice Chairman of the BDA who shall choose list of 3 independent arbitrators unconnected with affairs of either parties given option to choose one among them to be the sole arbitrator to undertake the arbitration, on such terms and conditions and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“Arbitration Act”). For all purposes, the principal</p>

	Civil Court, Bhubaneswar, shall have jurisdiction only in exclusion to any other jurisdiction specified under any other Act.
	<p>Place of Arbitration</p> <p>The place of Arbitration shall be at Bhubaneswar and in case of any dispute about the venue of arbitration, the decision of the arbitrator shall be final and binding between the parties.</p>
	<p>English language</p> <p>The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in the English language and, if oral hearings take place, the English language shall be used in all such hearings.</p>
	<p>Enforcement of Award</p> <p>The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.</p>
	<p>Performance during Dispute Resolution</p> <p>Pending the submission of and / or decision on a dispute, and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.</p>
51	<p>Performance Security</p> <ul style="list-style-type: none"> (i) The Performance Security shall be for 10% of the Total Value of Contract (ii) The Performance Security shall be issued by a Scheduled Commercial bank in India and acceptable to the Client. The Performance Security shall be valid until a date 60 days beyond the issuance of the Completion Certificate. (iii) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract in the event of: <ul style="list-style-type: none"> (a) failure by the Consultant to extend the validity of the Performance Security on extension of the validity of the contract, in which event the Client may claim the full amount of the Performance Security,

	<ul style="list-style-type: none">(b) failure by the Consultant to pay the Client an amount due, as either agreed or determined pursuant to the dispute resolution process specified in the Contract, within forty two (42) days after determination of the dispute;(c) failure by the Consultant to pay any damages due to the Client under the Contract;(d) failure by the Consultant to pay any amounts that are due to the Client on termination of the Contract;(e) the Consultant engaging in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practice. <p>(iv) If the Performance Security is or becomes invalid for any reason during the term of the Contract, the Consultant shall immediately notify the Client and provide the Client with a replacement Performance Security in the form set out in Appendix E within five (5) days of the earlier Performance Security becoming invalid.</p> <p>(v) If the validity period of the Performance Security is less than the period specified in sub-clause (ii) above, then no later than thirty (30) days before the expiry of the Performance Security, the Consultant shall obtain an extension of the validity of such Performance Security and provide the Client with a copy of the renewed security. If the Consultant fails to extend the Performance Security, the Client shall be entitled to draw on and claim the undrawn amount thereunder, provided that the amount so received shall be treated as a cash security and to the extent that there are no outstanding claims, shall be released upon submission of a new Performance Security acceptable to the Client.</p> <p>(vi) The provision, maintenance or renewal of the Performance Security by the Consultant in accordance with the terms of the Contract, shall be a condition precedent to any payment by the Client to the Consultant.</p> <p>(vii) On completion of the contractual obligations under the Contract by the Consultant, the Client shall return the Performance Security within twenty one (21) days of the last payment made to the Consultant under the Contract.</p>
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IV. Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks (Deliverables Milestones); location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

[Insert the text based on the Section 6 (Terms of Reference) of the RFP and modified based on the Forms TECH-1 through TECH-4 in the Consultant's technical proposal. Highlight the changes to Section 6 of the RFP]

Appendix B - Key Experts

[Insert a table based on Form TECH-4 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time; entitlement, if any, to leave pay; public holidays list; etc. Make sure there is consistency with Form TECH-4. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Personnel:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Personnel listed, who will be involved in performing the Services, the basic fees indicated below:

(Expressed in [insert name of currency])*

Signature

Date

Name and Title: _____

Appendix D – Reimbursable Expenses Cost Estimates

1. [Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-2] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-2] at the negotiations or state that none has been made.

2. All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]

Appendix E - Form of Performance Security

[On Appropriate Stamp Paper]

Bank Guarantee No. [●]

THIS DEED OF GUARANTEE is executed on this *[insert date]* day of *[insert month and year]* at *[insert place]* by *[insert name of bank]* with its head/registered office at *[insert address]*, (hereinafter referred to as the Guarantor, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

BHUBANESWAR DEVELOPMENT AUTHORITY, a statutory authority constituted and created by the Government of Odisha in the year 1983 under the Odisha Development Authorities Act, 1982, with its registered office at Akash Shova Building, Sachivalaya Marg, Bhubaneswar-751001, Odisha, India (hereinafter referred to as BDA, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

WHEREAS:

BDA has entered into a contract for obtaining consultancy services dated *[insert date]* (the Contract) with *[insert name of Consultant]*, a company/firm [incorporated/registered] under the *[insert name of the relevant statute under which the Consultant has been incorporated or registered, as the case may be]*, [with its [registered/principal] office at [●]] (hereinafter referred to as the Consultant, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).

In terms of the Contract, the Consultant has agreed to provide the Services of Programme Management Consultnat for Bhubaneswar Urban Knowledge Center (BUKC) at BDA, pursuant to the Request for Proposal dated [____] (referred to as the RFP) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents).

In terms of the letter of award (the LOA) dated *[insert date]* issued by Client to the Consultant and Clause 51 of the Contract, the Consultant is required to furnish to BDA, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. [●] *[Insert amount equivalent to 10% of the Total Value of Contract]* (the Guaranteed Amount) as security for the due and punctual performance or discharge of the Consultant's obligations and liabilities under the Contract.

At the request of the Consultant and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Consultant of its obligations and liabilities under the Contract.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalised terms used herein but not defined shall have the meaning ascribed to them in the Contract.

The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to BDA the payment in full of all amounts at any time that may be due, owing or payable to BDA from the Consultant for the failure of the Consultant to duly and punctually perform all of its obligations under the Contract during the term (Guarantee), without any demur, reservation, protest or recourse, immediately on receipt of a demand from BDA.

The Guarantee is given on consideration received from the Consultant (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by BDA against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that BDA receives the full amount due hereunder as if no such withholding had occurred.

The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by BDA and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Consultant or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Consultant or any change in ownership of the Consultant or any purported assignment by the Consultant or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that BDA shall first attempt to procure the Guaranteed Amount from the Consultant or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

In order to give effect to this Guarantee, BDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor 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 Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or BDA:

- (a) any time or waiver granted to, or composition with, the Consultant or any other Person;
- (b) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Consultant or any other Person;
- (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
- (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, 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 was no unenforceability, illegality or invalidity;
- (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Consultant's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or

(f) any part performance of the Contract by the Consultant or by any failure by BDA to timely pay or perform any of its obligations under the Contract.

If, and to the extent that for any reason the Consultant enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Consultant of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to BDA on demand.

7. So long as any amount is due from the Consultant to BDA, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Consultant, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Consultant or any such other Person in competition with BDA. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for BDA.

8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from BDA, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to BDA that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;

(b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;

(d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

(e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Bhubaneswar at [●].

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of BDA in exercising any right, power or privilege hereunder and no course of dealing between BDA and the Guarantor, or the Consultant, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which BDA would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of BDA to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with BDA to replace the invalid, illegal or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and BDA shall constitute a single binding agreement.

15. BDA may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.

16. All documents arising out of or in connection with this Guarantee shall be served:

- (a) upon BDA, at [insert address]; and
- (b) upon the Guarantor, at [insert address].

17. Any demand, notice or communication would have been deemed to have been duly served:

- (a) if delivered by hand, when left at the proper address of services; and
- (b) if given or made by pre-paid registered post or facsimile, when received.

18. Either party may change the above address by prior written notice to the other party.

19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Odisha.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [*insert name of Bank*] Bank, by [*insert name of branch*] Branch by hand

Of [*insert name of signatory*]

It's [*insert designation*] and duly authorized representative

Authorized by [Power of Attorney dated [*insert date*]] OR [Board resolution dated [*insert date*]].

Appendix F – Services Schedule