



Bhubaneswar Development Authority

RFP No. -40040 / BDA

Date: 6/12/2021

REQUEST FOR PROPOSAL

FOR

**SELECTION OF CONSULTANTS FOR PREPARATION OF GIS BASED COMPREHENSIVE
DEVELOPMENT PLAN FOR BHUBANESWAR**

BY

BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

BHUBANESWAR DEVELOPMENT AUTHORITY

AkashShova Building, Sachivalaya Marg

Bhubaneswar – 751001, Odisha

Website- **bda.gov.in**

Advertisement



Bhubaneswar Development Authority

**Bhubaneswar Development Authority, Akash Shova Building,
Sachivalaya Marg, Bhubaneswar, Odisha- 751001
Ph:0674-2390691**

RFP No.40040/BDA

Dated: 06/12/2021

**REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANTS FOR PREPARATION
OF GIS BASED COMPREHENSIVE DEVELOPMENT PLAN FOR BHUBANESWAR**

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

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

Details may be accessed, and the RFP/application forms can be downloaded from the website: **www.bda.gov.in**. The completed application, as per instructions in the RFP document, should reach the following address latest by **Dt.21/12/2021** up to **3:00 PM**. Please refer the RFP documents for further details. A pre-bid meeting shall be organized for the same on **Dt.15/12/2021 at 03:00 PM** in Conference Hall of BDA. In case of any queries/clarifications, please contact in our official mail id: **cdp2040.bbsr@gmail.com**.

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

**-Sd-
Planning Member,
Bhubaneswar Development Authority**

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 reject all or any of the Proposals without assigning any reasons whatsoever.

The Client reserves the right to cancel the bidding process and/or any path thereof at any stage of the process without assigning any reason and without any liability towards any party whatsoever.

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

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DATA SHEET

Sl.No	Particulars	Details
1.	Name of the Client	Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar-751001, Odisha,
2.	Method of Selection	Least Cost Method (L1)
3.	Proposal Validity	120 Days
4.	Date of Issue of RFP	06/12/2021, 11:00 AM
5.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	10/12/2021, 04:00 PM
6.	Pre-bid meeting	The pre-bid meeting shall be held on 15/12/2021 at 03:00 PM at Conference Hall, First Floor, Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar-751001, Odisha,. Pre-bid queries shall be sent by 10/12/2021 by 4:00 PM to cdp2040.bbsr@gmail.com
7.	Issue of pre-bid response by BDA	17/12/2021
8.	Proposal Due Date: Hard Copy	21/12/2021, 3:00 PM
9.	Date of opening of Bid Opening	21/12/2021, 4:00 PM
10.	Place of Opening of Proposal:	Venue: Conference Hall of the Bhubaneswar Development Authority, Akash Shova Building, Bhubaneswar-751001, Odisha,
11.	Date of opening of Financial Proposal	To be intimated later
12.	Expected Date of Commencement of Assignment	To be intimated later
13.	Bid Processing Fee (Non-Refundable)	Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred Only)- including GST) in form of Demand Draft in favour of the Bhubaneswar Development Authority, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank

14.	Earnest Money Deposit (EMD) / Bid Security Declaration	NIL (Bid Security Declaration Form Tech-8 needs to be submitted)
15.	Performance Bank Guarantee (PBG)	3 % of the contract agreement amount
16.	Contact Person	Ms. Suparna Surabhita Das, Assistant Town Planner, Bhubaneswar Development Authority, Phone No: 0674-2390691/ 9583432274 E-mail ID: cdp2040.bbsr@gmail.com

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Consultancy Services for preparation of GIS-based Comprehensive Development Plan -2040 for Bhubaneswar”

1. Bhubaneswar Development Authority (BDA), (the “**Authority**”/ “**Client**”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites proposal from the Empaneled agencies for providing **Consultancy Services for preparation of GIS-based Comprehensive Development Plan -2040 for Bhubaneswar**.
2. A bidder will be selected under **Least Cost (L1) Selection** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 37323/F, Dated: 30.11.2018* of Finance Department, Govt. of Odisha.
3. The proposal must be submitted in hard bound form.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The total time period or the assignment will be for 24 Months. An indicative number manpower and their placement at the site office are being mentioned in the RFP. However, the number of manpower to be deployed and the tenure at BDA office shall be submitted by the consultant and shall be decided after taking approval on the manpower deployment plan from the Client.
6. Selection will be done on the basis of 2-stage process. In the 1st stage, Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder or not (as per Point 1 of RFP). The Bids which meets all the compliances will only be considered as responsive. In the 2nd stage, Financial Proposals of those Consultants who bids are found responsive will be opened. Interested consulting firms are requested to submit the documents in separate sealed covers: 1. General Eligibility and Compliances & 2. Financial Proposal. Proposals shall finally be ranked according to their financial quote. The award of work shall be done on least cost basis (Cost Based Selection approach) among the qualifying consultants.
7. RFP submission must be received not later than 1700 hrs on 21/12/2021 in the manner specified in the RFP document at the address given below.

PLANNING MEMBER

Bhubaneswar Development Authority (BDA),
Akash Shova Building, Bhubaneswar-751001, Odisha,,
Tel: 0674-2390691,
E-mail: cdp2040.bbsr@gmail.com

8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 11,800/- (Eleven thousand & Eight Hundred only)** towards **Bid Processing Fee** and a **Bid Security Declaration Form (Tech-8)** as prescribed in the RFP failing which the bid will be rejected.
9. The last date and time for submission of proposal, date of opening of proposal as mentioned in the Bidder Data Sheet.
10. This RFP includes following sections:
 - a) Letter of Invitation [**Section – 1**]
 - b) Information to the Bidder [**Section – 2**]
 - c) Terms of Reference [**Section – 3**]
 - d) General Eligibility Submission Forms [**Section – 4**]
 - e) Financial Proposal Submission Forms [**Section –5**]
 - f) Bid Submission Checklist [**Section –6**]
 - g) Standard Form of Contract [**Section –7**]
 - h) Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format provided**]
11. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

-Sd-

Planning Member
Bhubaneswar Development Authority

SECTION: 2

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. Documents / Formats to be submitted along with the Proposal:

The bidder is required to produce the copies of the required supportive documents / information as part of their proposal failing which the proposals will be rejected.

- i. Filled in Bid Submission Check List in Original (**Annexure-I**)
- ii. Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
- iii. Bid Processing Fee & Earnest Money Deposit (EMD) format as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder.
- vi. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past on the letterhead of the bidder
- vii. Affidavit regarding Conflict of Interest (TECH - 6)
- viii. Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 7)
- ix. Bid Security Declaration Form (Tech-8)
- x. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)
- xi. Format of agreement duly signed on each page (as provided in Section-7)

Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The bidder must furnish as part of proposal, the required bid processing fee amounting to Rs. 11,800/- (Eleven Thousand & Eight Hundred Rupees in form of Demand Draft in favour of the Bhubaneswar

Development Authority, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit:

The bidders are exempted from paying EMD. It is mandatory for all bidders to fill up and submitted the Bid Security Declaration Form (Tech-8). The form shall be held effective and in force until the bid validity period or in the event of selection of a bidder (whichever is earlier). In case successful bidder is announced, the forms of all unsuccessful bidders shall be deemed ineffective, while the form of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP).

4. Validity of the Proposal:

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

5. Pre -bid Queries / Pre-bid Meeting:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to **BDA** through e-mail to cdp2040.bbsr@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be either uploaded on the website or clarified through email to the respective bidders for the purpose of preparation of proposal.
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.

6. Preparation and Submission of Proposal:

- (i) The original Proposal (including General Eligibility/ Compliances and Financial Proposal) shall be prepared in indelible ink. Any corrections must be initialed by the person or persons who sign(s) the Proposals.
- (ii) An authorized representative of the consulting firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

- (iii) The Applicant shall submit the original documents specified above in **point no.1 [(i) to (xi)]** together with their respective enclosures and seal it in an envelope and mark the envelope as “General Eligibility/ Compliances” for the Project for which proposal is submitted and name and address of the Applicant. The envelope must be clearly marked “DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE” In addition, the Application due date should be indicated on the right hand corner of the envelope. The original and all copies of the Financial Proposal to be submitted in a separate sealed envelope clearly marked “Financial Proposal”. General Eligibility/ Compliances and Financial envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the title “General Eligibility/ Compliances and Financial Proposal”. This envelope will be placed in another envelope, sealed and clearly showing the name of the assignment, the submission address, and town for which, the proposal is submitted. The original documents should be submitted before 17:00 hours Indian Standard Time of Dt. **21.12.2021** at the below mentioned address in the manner and form as detailed in the RFP. A receipt thereof should be obtained from the below mentioned person.

PLANNING MEMBER

Bhubaneswar Development Authority (BDA),
Akash Shova Building, Bhubaneswar-751001, Odisha

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

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

7. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done in the presence of bidders for Financial proposal.
- (iii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (iv) The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal:

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

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

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH – 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Processing Fee
- General Details of the Bidder (TECH – 2).
- Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
- Self-Declaration on Conflict of Interest (TECH - 6).
- Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client (TECH - 7)
- Bid Security Declaration Form (Tech-8)
- Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.
- All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.
- Any pending legal issues / involvement in legal conflicts in last 3 years.

**** Bids not complying with any of the above requirement will be out rightly rejected for being non-responsive at the discretion of the Client's authority. The Financial Proposal of the responsive Bidders only shall be considered for further evaluation process.***

8.2 FINANCIAL EVALUATION (2nd Stage):

The financial proposals of the bidders whose bids are found responsive only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter.

Financial Proposal must be strictly using the formats attached in section 5. No additional items/ quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. The rate offered shall remain fixed for contract period of 24 (twenty four) months

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

residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

The name of the bidder along with the quoted financial price will be announced during the meeting.

9. Evaluation Process:

The award of work shall be done on least cost basis (cost-based selection approach) among the qualifying consultants, meeting eligibility requirements. The financial bids of the responsive bidders only shall be opened on the due date of opening.

- a) After the preliminary evaluation with regard to the compliances being met and bidder is found responsive, Authority may or may not notify those consultants whose proposals were not considered as per conditions of RFP. The Authority shall simultaneously notify qualifying firms indicating the date and time set for opening of the Financial Proposals.
- b) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- d) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The rank of proposal shall be determined according to their financial quote.
- e) Proposals shall finally be ranked according to their financial quote. The award of work shall be done on least cost basis (Cost Based Selection approach) among the qualifying consultants.

10. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, Selected Bidder shall have to furnish a Performance Bank Guarantee amounting to 3% of the contract value (as per GoO, Office Memorandum No.8952 dated 18.03.2021) from a scheduled commercial bank situated in Bhubaneswar

in favor of “**Bhubaneswar Development Authority**” as per the format at Annexure-II, for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

However, the amount of Performance Security shall be finalized by BDA at the time of issuance of Letter of Award (LoA)/ signing of the Agreement. The amount of Performance Security shall be in line with further notifications from Government of India (GoI) or Government of Odisha GoO.

11. Contract Negotiation

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

12. Award of Contract:

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

13. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and

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

14. Disclosure:

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

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

- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
- a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

16. Language of Proposals:

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

17. Cost of Bidding:

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

18. Legal Jurisdiction:

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

19. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other Consultant. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ 0.5% per week of subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the Performance Bank Guarantee amount may also be forfeited (incase of non-adherence to the criterias). The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next five years from the date of this occurrence and notifications. In case of unapproved leaves for any resource, the pro-rata amount of the leave period may be deducted from the invoice amount of the consultant. Such deduction shall be as per decision of the client.

20. Confidentiality

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

21. Amendment of the RFP Document:

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

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

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

23. Copyright, Patents and Other Proprietary Rights:

BDA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

24. Team composition and mobilization:

The minimum required experience of proposed key professional staff is:

Sl. No.	Key Personnel	Educational Qualification	Total Experience	Experience on Eligible	Man-Months (min time at project office)
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1	Team Leader	Masters in urban planning with sound knowledge of GIS	15 years	Should have worked on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more	24 months
2	Transport planner	Masters in Transport planning or equivalent	8 years	Should have worked on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more	24 months
3	Urban Planner	Architect with Masters in Urban planning or equivalent	8 years	Should have worked on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more	24 months
4	Landscape Architect / Drainage expert / Environmental engineer/ Environmental Planner	Masters in Landscape architecture/ Environmental planning or equivalent	5 years	Should have worked on at least 3 CDP or similar projects with 1 project for a city with population of 10 lakh or more	12 months
5	Infrastructure planner	Masters in Infrastructure planning	7 years	Should have worked on at least 1 region level infra planning or 1 CDP or similar projects, capable of working on relevant software/ tools such as Civil3D, GIS, etc.	12 months
6	GIS Expert	Masters in planning or Masters in Geoinformatics & Technology	5 years	Should have worked on at least 1 city level project or 1 CDP or similar projects.	24 months
Programme Support Unit					
7	Urban Planner	Relevant Masters degree	2 years	Should be well-versed with the planning concepts & in the relevant software	24 months
8	Transport planner	Relevant Masters degree	2 years		24 months

9	Communication expert	Relevant Masters degree	3 years	Should have experience of conducting stakeholder meetings & content writing	24 months
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The deployment of Personnel will be as per the as per the instructions of BDA after the due submission of the CVs by the Consultant and its approval by BDA as per the conditions of the RFP. Any deviation with regard to the deployment may lead to cancellation of the Contract.

25. Replacement of Key Personnel:

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

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

The consultant shall ensure that any such activity of replacement of the Key experts will not delay or affect the progress and quality of the service by Consultant

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

- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) **has reasonable cause to be dissatisfied with the performance of any of the Personnel**, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.

- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- (d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Client reserves the right to verify all statements, information.

26. Deleted

27. Settlement of Dispute:

Any dispute concerning selection of the bidding and the process involving selection shall be referred to Vice-Chairman, BDA and his/her decision shall be final and binding on both the parties.

28. Disqualification of Proposal:

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

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

- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Client during the overall section process.

29. Liability:

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

30. Indemnity:

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

SECTION: 3

TERMS OF REFERENCE (ToR)

1.1 Background

1.1.1 Introduction

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

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

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

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

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

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

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

- Set new and high, but pragmatic standards for urban development and community-based design.
- Focus on qualitative improvements to existing conditions including clear infrastructure needs and implications.
- Address current needs and anticipate future needs while remaining adaptable to unforeseen conditions.
- Define the aspects that will help plan and design for desired change and growth while allowing for mid-course evaluations and corrections.

- Develop an appropriate analytical basis for clearly explaining the proposed plan. This means defining all background metrics and suggesting ongoing mechanisms - including monitoring processes such as design review and plan implementation thresholds as well as urban design guidelines.
- Suggest mechanisms (such as urban growth boundaries) necessary to manage and maintain desired patterns of urban growth and development.
- Establish clear and specific strategies to address contemporary issues such as climate change and environment, smart infrastructure, sustainable practices, conservation of resources and cultural heritage.
- Ensure that every suggestion made has a clear path to implementation or a conceptual guideline that will aid the development of such mechanisms.

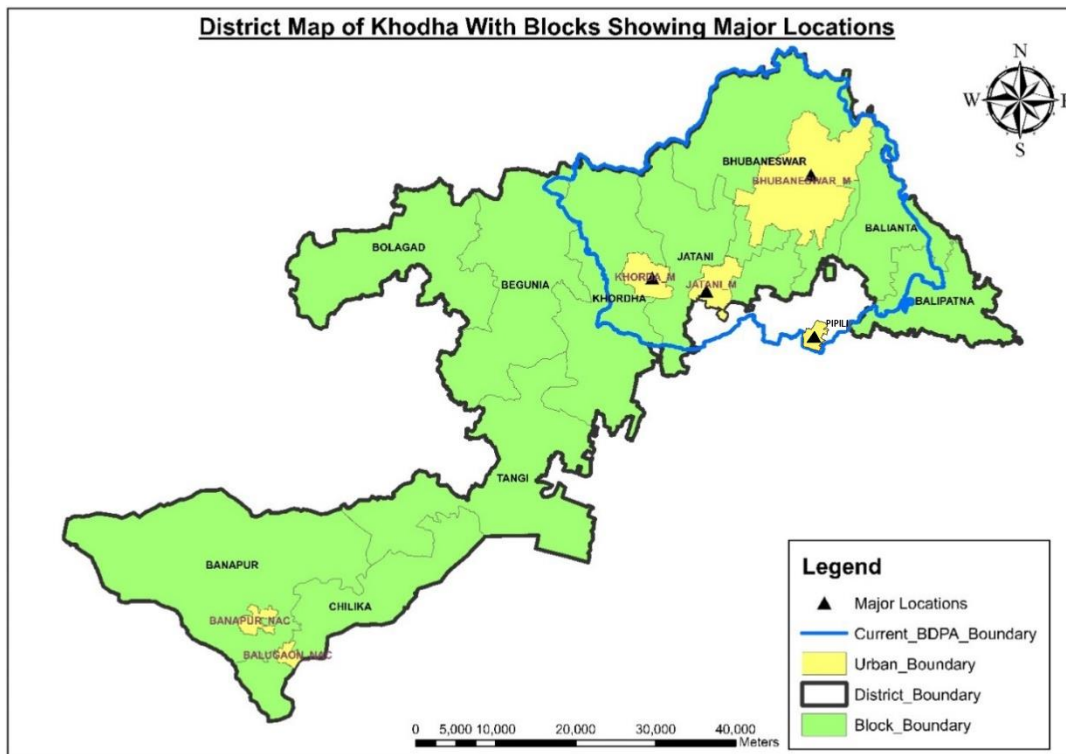
These components are further explained in detail in Section 2- Scope of Work below.

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

1.1.2 Location & Regional linkages

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

Bhubaneswar is connected to the rest of Odisha and India by National Highway-NH 16, which is a part of the two metropolis Kolkata-Chennai prong of the Golden Quadrilateral, NH 203, State Highway 13 (Odisha) and State Highway 27 (Odisha). Asian Highway- AH 45 passes through the city. Baramunda Inter State Bus Terminus (ISBT) is the major bus terminus in the city from where buses ply to all the districts in Odisha as well as to neighbouring state's cities like Hyderabad, Kolkata, Visakhapatnam, Raipur and Ranchi.



Bhubaneswar railway station is one of the main stations of the Indian railway network. It is connected to the major cities by daily express and passenger trains besides daily service to all metro cities is available from here. The redevelopment of this stations envisages to become first-of-its kind Multi-modal Hub on the east coast of India.

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

1.1.3 City Context

Bhubaneswar holds a formidable place in the history of coastal India. A temple town with a concentration of ancient temples, heritage structures and water tanks, its amplitude of monuments stands testimonial to an immemorial consistent architectural and historical heritage spanning from the 3rd century BC to the 15th century AD illustrating the different dynasties that ruled over the region. Known as the “Temple City of India”, even today Bhubaneswar has the highest density of heritage structures with around 700 and more heritage structures within city. Early remnants of civilization in the city date back to the 3rd century B.C. including Ashokan rock edits, the ruins of Sisupalgarh and the ancient wall at Dhauli. The city witnessed drastic changes in its physical form, socio – religious character and its ethnic composition from century to century with the influence of Buddhism, Jainism, Vaishnavism and Shaivism.

The transformation of the temple town to a capital city was indeed a major step towards the development of the state of Odisha. At the dawn of 1948, post the independence of India, setting up of the capital city at the religious abode of Bhubaneswar was welcomed by all, and Otto Koenigsberger, a German architect, was hired to implement the design of the new capital city, making Bhubaneswar one of the first planned cities in post-independence India. Today, Bhubaneswar is progressing rapidly towards implementing its award-winning Smart City Proposal, which will bring in a new era of socially responsible growth paradigm in the city.

Several unique projects have been undertaken by the city since the dawn of the smart city mission such as *Socially Smart Bhubaneswar* – a project that focuses on inclusive & holistic growth of its citizens, *Bhubaneswar Art Trail* – a project that got Artists & City authorities together, to work on the urban issues, *Street Arts & Murals Project (STAMP)* – a project that uses art as a tool for urban regeneration, *Bhubaneswar Operations Centre (BOC)* – a city command & control centre to address various city

services & operations. The city has also taken firm steps to improve its public transportation services by revamping the city bus services by launching the *Capital Region Urban Transport (CRUT)* a dedicated government body to undertake the public transport service for the Bhubaneswar & the surrounding region stretching up to Puri on the south & Cuttack on the north of the city. 200 new buses were added as a part of revamped city bus service under the banner *MoBus* & around 2000 unisex, smart bicycles were launched in Nov'18 under the brand *MoCycle*. Besides, the city has started many citizen centric initiatives such as a unified citizen portal – Bhubaneswar.Me, activities such as Patha-Utsav to activate public spaces & streets, ParkUtsav to enhance the use of parks, .FEST, Bhubaneswar Walks to not only promote the city but also instil a sense of belongingness into its denizens.

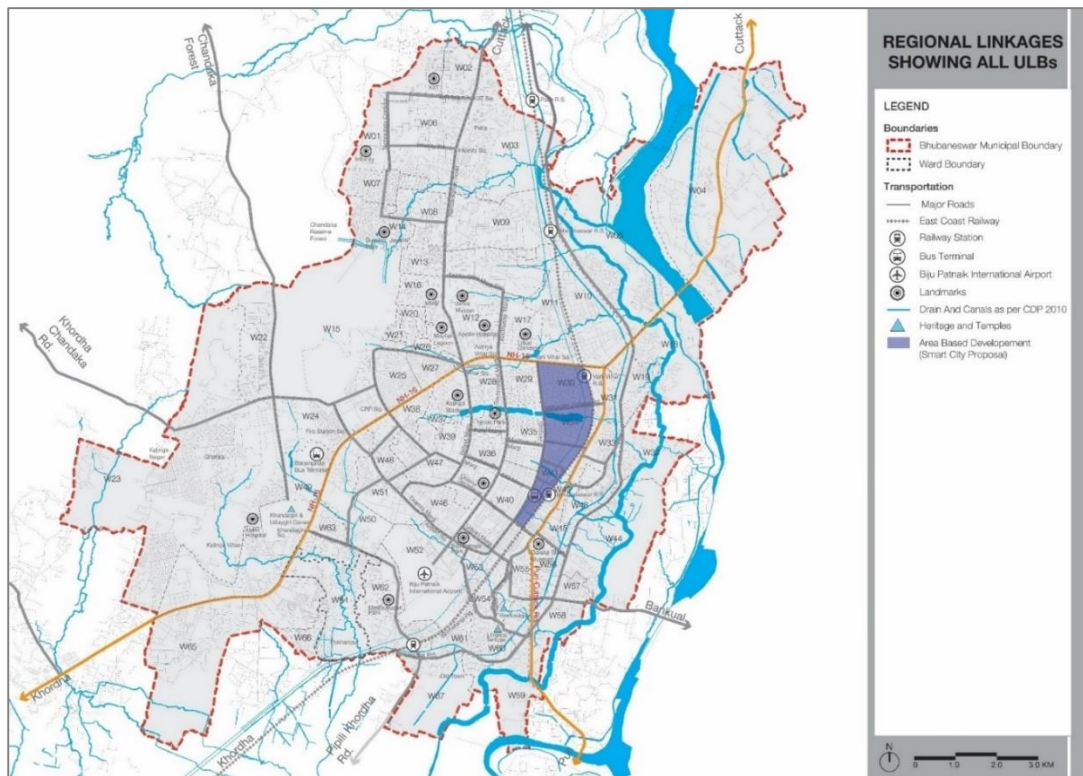
With such and many more pro-active & citizen centric initiatives over the last decade, Bhubaneswar has evolved into one of the most promising, liveable cities on the eastern coast of India. A home to million plus citizens, Bhubaneswar is now seen as an education hub with many institutional establishments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

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

1.1.4 Bhubaneswar as the foremost Smart City

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

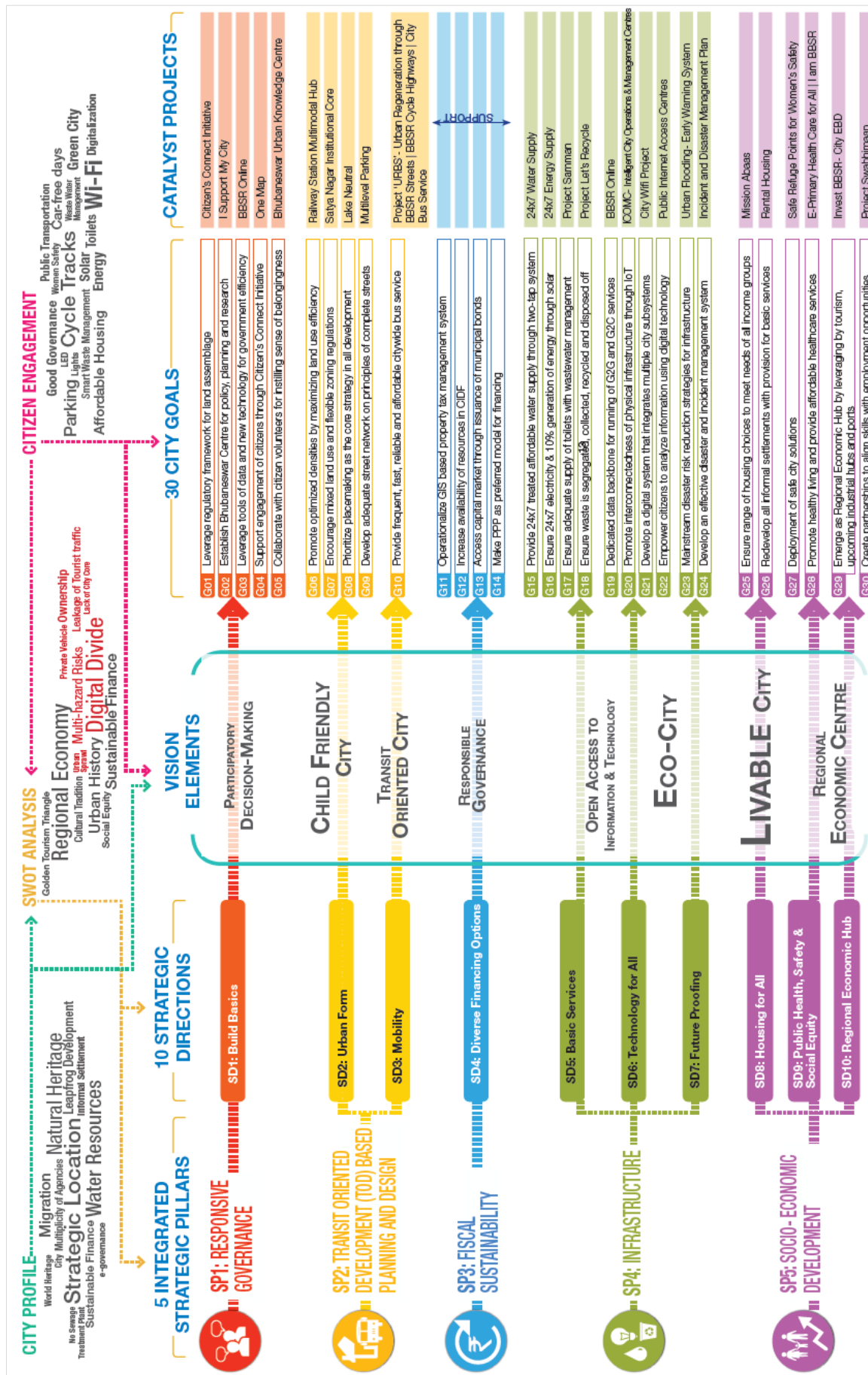
(Refer. <https://www.smartcitybhubaneswar.gov.in>)



Map-2:

Bhubaneswar Town Centre District within BMC Area

The consultant shall make themselves well-versed with the Smart City Proposal (SCP) and all the projects in the SCP.



1.1.5 Key challenges

- 1.1.5.1** Originally planned as the state capital to cater to around 40,000 inhabitants, Bhubaneswar today accommodates around 11 Lakh citizens and has become the major city on the east coast of India. With this explosive growth several challenges have sprung up over the course of time.
- 1.1.5.2 Depleting air quality:** One of the important challenges the city is facing is the depleting air quality. Although the AQI suggests the level of pollutants much within the limits, the time is not far when it will touch the hazardous levels of air quality, if appropriate measures are not taken well in time. One of the major causes of the depleting air quality is the increased dependency on the private vehicles - around 14lakh vehicles are registered in the city with population of around 11 lakh.
- 1.1.5.3 Congestion, increased travel time** are some of the obvious effects of the increased number of private vehicles in addition to the depleting air quality. The BDA has taken firm steps to curb the pollution in form of the Low Carbon Mobility Plan (LCMP), and the CDP shall use the LCMP as the base and suggest planning guiding principles or measures to improve air quality and later maintain the improved air quality. The CDP shall also elaborate planning principles to boost the public transport & use of NMT, as well non-conventional modes of transit such as E-Rickshaws/buses/autos, etc.
- 1.1.5.4 Urban flooding:** Several areas in the city have sprung up without any formal planning efforts or statutory approvals from the authorities. Most of these areas are low-lying areas or part of the natural drainage system (terrain) and are encroached by unregulated development of commercial, residential areas. Continued efforts have been made by the city authority to evict such encroachments or regularise wherever possible, yet the natural drainage system has not been able to cope up with the ever changing rain patterns causing severe issues of urban flooding every monsoon. Inefficient practices of solid waste management & moreover ignorance/ least support from the local communities, have transformed the natural drains into dump yards, magnifying the issue of urban flooding to a next level. The CDP should address the challenge of urban flooding and provide solutions in form of no development zone, low development zone, means of regulating & regularising the development already taken place in such environmentally sensitive areas. The CDP also may give broad level outline of the overall drainage system for Bhubaneswar & the region as well, based on which the policy & infrastructural provisions can be made.
- 1.1.5.5 Enforcement & safeguarding public infrastructure:** at present enforcement is one of the greatest challenge in Bhubaneswar, especially with rapidly spreading city form. All the public infrastructure facilities including roads, buildings need to be well maintained & protected from encroachments and vandalism. The numerous Comprehensive Development Plans or projects undertaken or planned go underutilized in absence of a robust enforcement mechanism. The CDP may detail out the self-sustainable (financing) mechanism for ensuring efficient enforcement of rules, plans & policies across the study area. The enforcement may range from, but not limited to, building rules to street vendors to on-street parking. It may also cover the mechanism to address the issue of safeguarding & maintaining public infrastructure in a sustainable economic model with use of latest technology.

- 1.1.5.6 Informal settlements & housing for all:** at present almost 30% of the total population of the city lives in informal settlements lacking very basic facilities & amenities. Various schemes and policies are being implemented by state government & city agencies, yet the city is not free from informal settlements. The CDP should address this issue critically. And prepare strategies for creating an urban form free from informal settlements..
- 1.1.5.7 Solid waste management:** City has recently launched a solid waste management campaign under the banner MuSafaiwala – which means in local language ‘I am the one who cleans & doesn’t litter’. The idea of the campaign is to encourage the denizens to start behaving in a civilised manner and become change agent to maintain cleanliness in the city. The CDP needs to emphasize on the effective mechanisms of solid waste management systems, wherein innovative technology should be roped in for managing waste. Specific strategies/ policies shall be formulated for managing the E-waste. The idea is to promote circular economy, wherein minimum waste is generated, materials are recycled or upcycled and reused to create more sustainable production chain/ eco-system & prevent creation of landfills.
- 1.1.5.8 Conventional planning procedures:** The CDP should emphasize on establishing global best practices in the field of urban development/ planning to replace the conventional planning methods. Digital engagement for Community involvement, use of latest technology such as drone surveys, climate change related issues as the preliminary planning principle in addition to the child-friendly city concept shall be explored and to be established within the city authorities that are responsible for urban planning & city operations. Strengthening the institutional capacities by appointing adequately qualified staff/ subject experts, upgrade the planning & approval processes, facelift the citizen to government interface procedures are some of the key elements that may be deliberated & recommended during the CDP preparation exercise.
- 1.1.5.9 Sustaining the nature’s fury:** Bhubaneswar has not only witnessed but has bounced back from 2 severe cyclones in last decade, Phailin in 2013 & Fani in 2019. During Fani in May 2019, Bhubaneswar lost almost a million plus trees and suffered severe damage to the buildings & public infrastructure. The CDP should help the authorities to establish and strengthen resilient infrastructure & planning policies

1.2 Project Brief

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

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

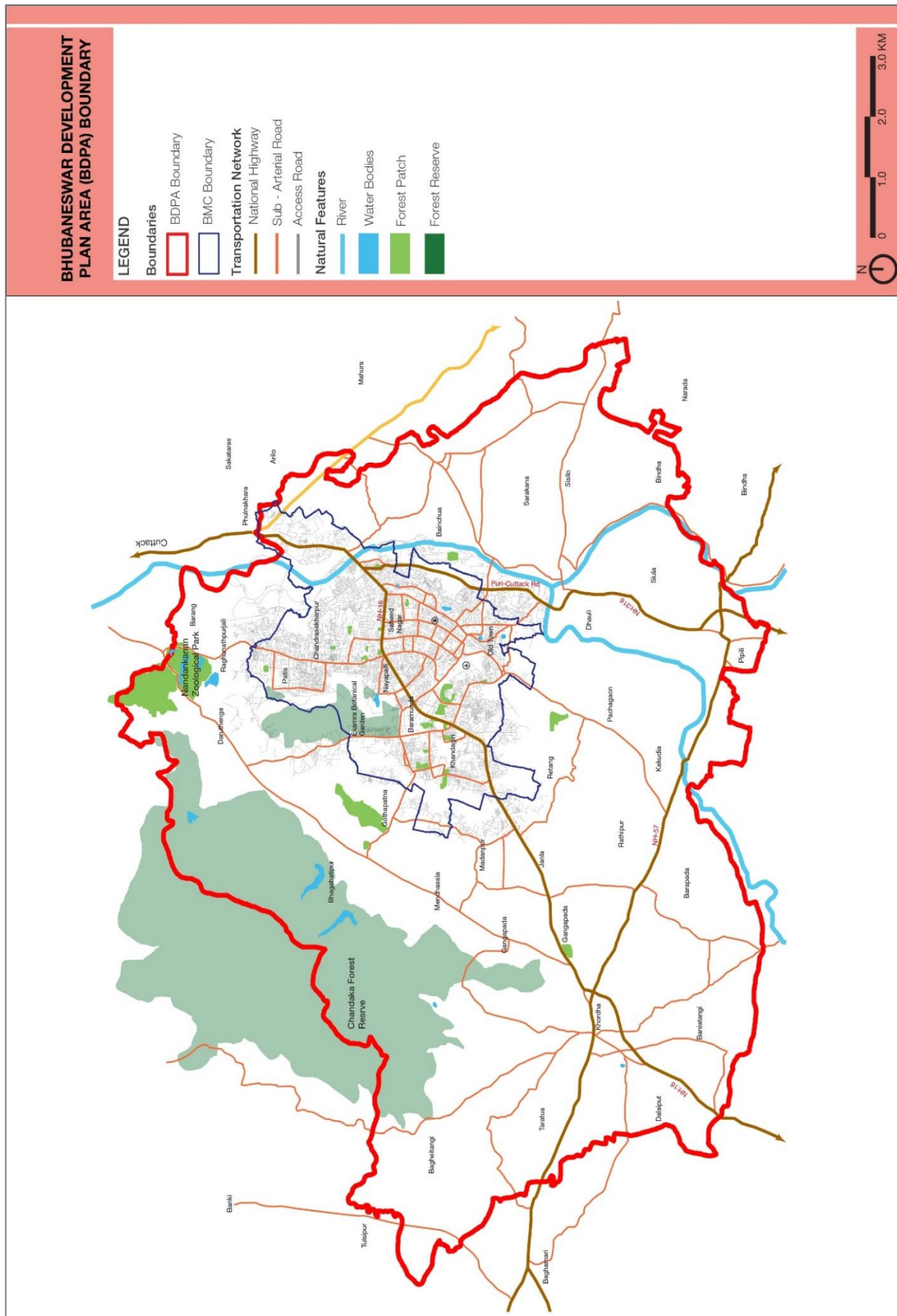
The assignment should include recommendations for making Bhubaneswar city a vibrant and well administered city while maintaining and further developing its dynamic character as an extravagant, ceremonial and spiritual city, rich in culture and heritage and providing its citizens a better Quality of Life.

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

1.2.1 STUDY AREA FOR CDP

Bhubaneswar Development Plan Area (BDPA), with its current population of about 11 lakhs and covering an area of 419.1 sq. kms forms part of the Bhubaneswar-Cuttack Urban Complex (BCUC). BDA has duly prepared and notified the CDP for BDPA area which included 205 villages in 2010. The CDP 2010 has come into operation on Dt. 08.04.2010. In 2011, 363 number of additional villages with 691 sq. km. were included in BDA jurisdiction vide Gazette notification number 1662 Dt. 18.07.11. The area has immense potential to emerge as a dynamic place to live, visit, work, study, play and invest; attracting more residents, visitors and investors.

To back these aspirations, a more streamlined and comprehensive developmental plan is needed for the newly added 363 villages integrating the new planning initiatives, i.e. Transit oriented development (TOD), mixed use development, Low Carbon Mobility Plan (LCMP), Eco-sensitive Zones, TP Scheme proposals and other modified CDP road network etc, with the existing CDP. The new proposed CDP will address all current issues of the newly added villages, incorporate necessary changes occurred over the years as per existing ground conditions of the existing CDP area and develop a holistic set of growth guidelines for the entire study area that emphasizes on mixed use and balanced development.



1.2.2 URBAN LOCAL BODIES WITHIN THE STUDY AREA

1.2.2.1 Bhubaneswar Municipal Corporation (BMC)

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

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

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

1.2.2.2 Khordha Municipality

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

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

1.2.2.3 Jatani Municipality

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

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

1.2.2.4 Pipili NAC

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

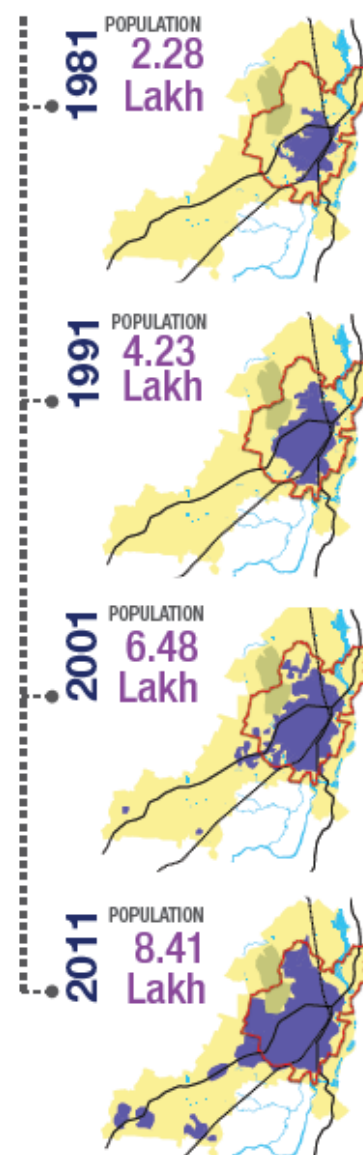
1.2.3 DEMOGRAPHIC PROFILE

About Bhubaneswar -

City	Bhubaneswar
Government	Municipal Corporation
Urban agglomeration	Bhubaneswar Metropolitan
UA Type	Class I UAs/Towns
State	Odisha

1.2.3.1 Bhubaneswar City Population (2011) -

As per provisional reports of Census India, population of Bhubaneswar in 2011 is 843,402; of which male and female are 446,204 and 397,198 respectively. Although Bhubaneswar city has population of 843,402; its urban / metropolitan population is 886,397 of which 468,577 are male and 417,820 are female.

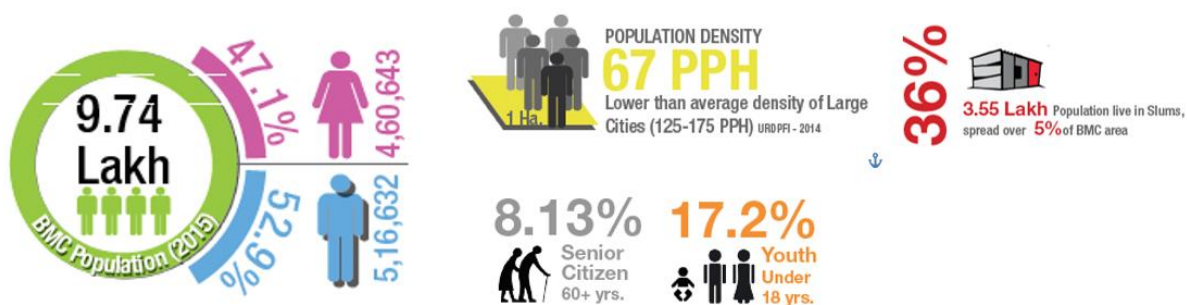


Bhubaneswar City	Total	Male	Female
City + Outgrowths	885,363	468,043	417,320
City Population	843,402	446,204	397,198
Literates	699,610	381,665	317,945
Children (0 - 6)	81,847	42,997	38,850
Average literacy (%)	91.87%	94.66%	88.73%
Sex Ratio	890		
Child Sex Ratio	904		

Bhubaneswar Metropolitan Region –

Bhubaneswar Metropolitan	Total	Male	Female
Population	886,397	468,577	417,820
Literates	733,689	400,235	333,454
Children (0 - 6)	86,509	45,386	41,123
Average literacy (%)	91.72%	94.58%	88.52%
Sex Ratio	892		
Child Sex Ratio	906		

Source: 2011 Census

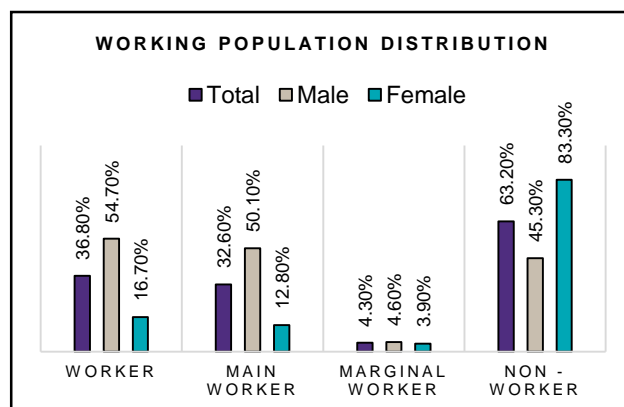
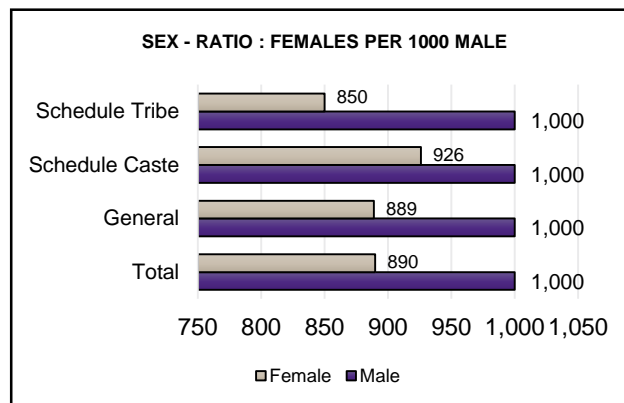
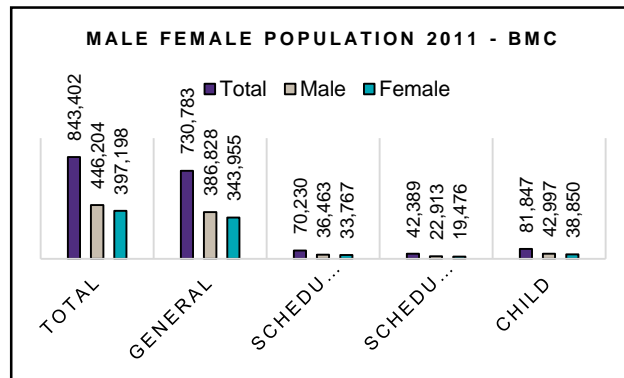


1.2.3.2 ULB wise Demographic Data

- **Bhubaneswar Municipal Corporation (BMC)**

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

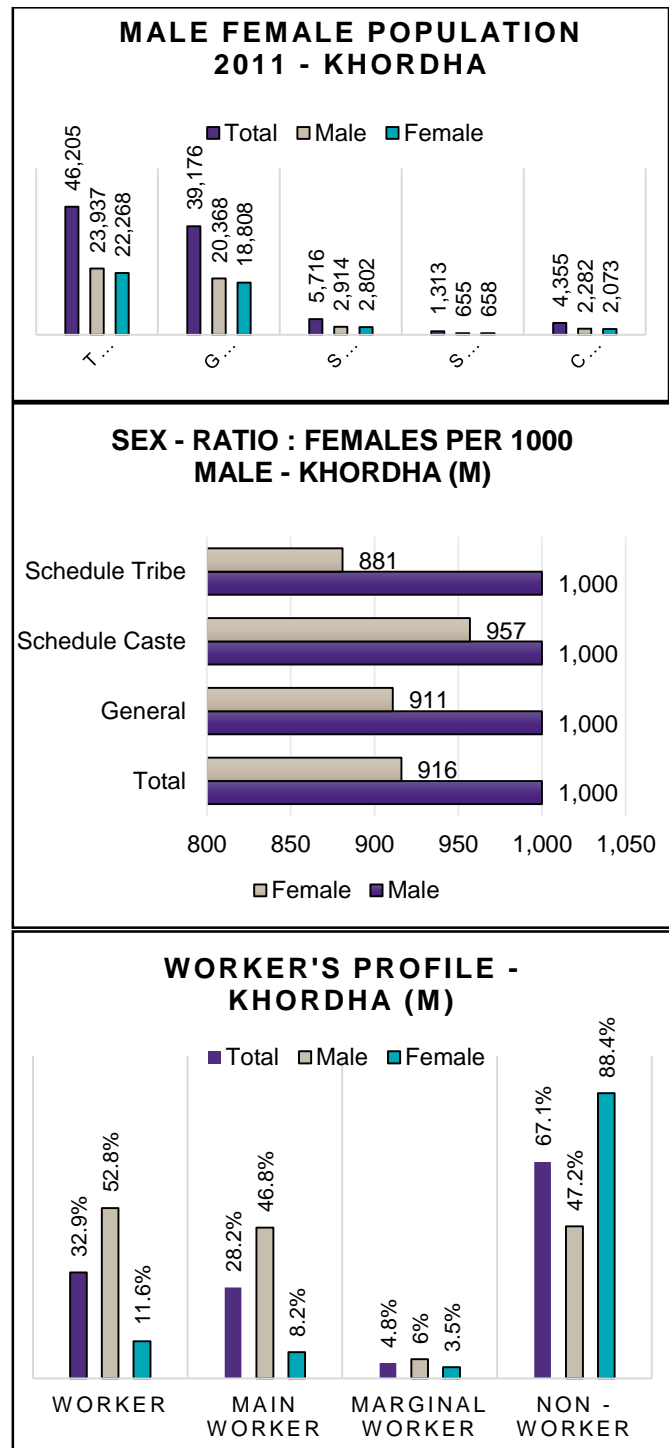
Bhubaneswar Municipal Corporation (BMC), with population of about 8.4 lakh is Bhubaneswar sub district's only municipal corporation located in Bhubaneswar sub district of Khordha district. Total geographical area of Bhubaneswar Municipal Corporation is 135 km². Population density of the city is 6247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



- **Khordha Municipality**

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

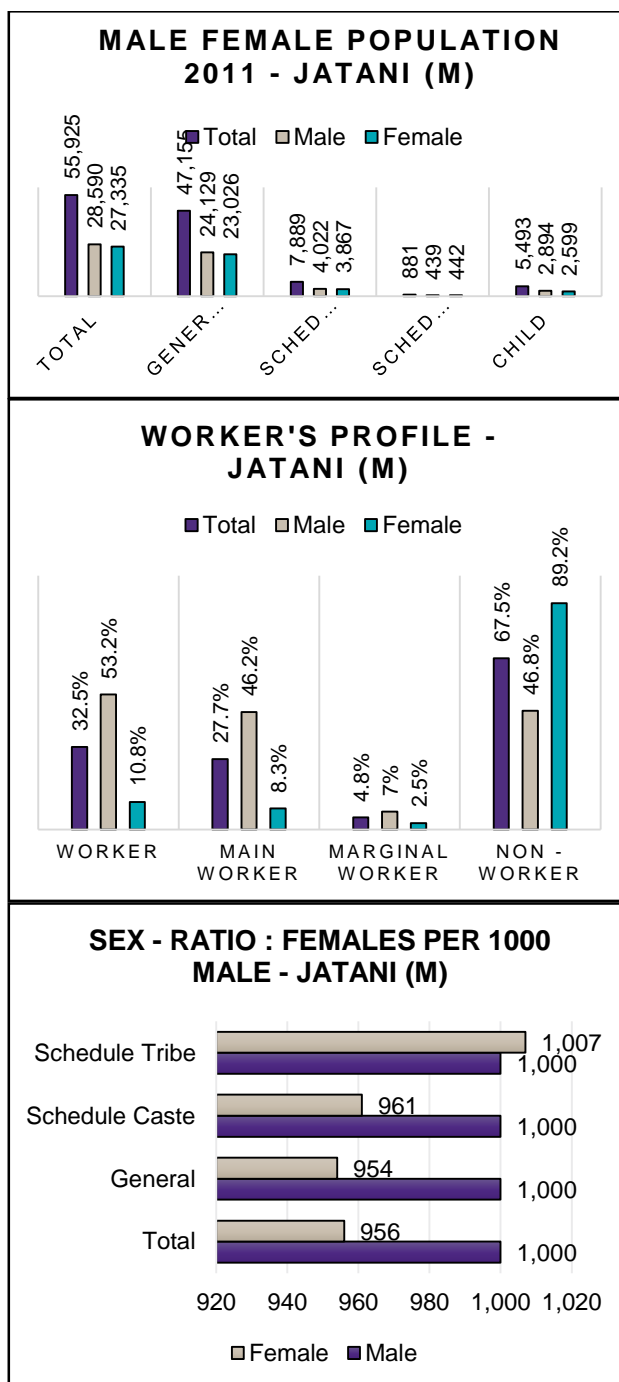
The city is home to about 46 thousand people, among them about 24 thousand (52%) are male and about 22 thousand (48%) are female. 85% of the whole population are from general caste, 12% are from schedule caste and 3% are schedule tribes. Child (aged under 6 years) population of Khordha municipality is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



- **Jatani Municipality**

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

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



1.2.4 STATUTORY PROVISIONS

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

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

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

The comprehensive development plan shall –

- Define the various zone into which the land covered by the comprehensive development plan may be divided for the purposes of development and indicate the manner in which the land in each zone is proposed to be used (whether by the carrying out thereon of development or otherwise) and the stages by which any such development shall be carried out ; and
- Serve as a basic pattern of frame-work within which the zonal development plans of the various zones may be prepared. All the zones shall be demarcated looking over the existing zones as per the CDP 2010.

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

1.2.4.2 Provisions in The Orissa Development Authorities Rules, 1983

a. Civic Survey

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

b. Form and Content of the CDP:

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

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

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

- Reports of survey and analysis of the socio economic features of the relevant area with special reference to the trends of growth of population, industries, businesses, commerce and such other matters as may relate to planned development;
- “A land use plan” based upon which survey of the present use of land may be necessary as well as analysis of estimated further needs and consisting of comprehensive proposals for the proper utilization of land such as agricultural, governmental, commercial, industrial, residential, cultural, institutional, recreational, transportation and other activities;
- “A transit and transportation plan” based upon report of survey and inventory of volume of traffic and capacity of existing roads, highways, railways and consisting of proposals for a system of streets, roads, highways and parking, loading, unloading and terminal facilities;
- “A public utilities plan” consisting of proposals for provision of water, electricity, drainage and disposal of sewage and refuse;
- “A housing plan” consisting of estimates of housing requirements and proposals relating to standards of new housing units;

- Reports of survey and proposals for environmental improvements or clearance or elimination of slums and blighted areas;
- “Education, recreation and community facilities plan” indicating proposals for parks, open spaces, recreational, educational and cultural centres;
- “A financial plan” containing capital improvement programmes, rough estimates of revenue and resources, estimates and objective of public services and such other physical services and such other physical matters and proposals for the implementation in stages of the comprehensive development plan;
- “An administrative plan” consisting of proposals and recommendations for the administrative structure and procedure and processes, such as zoning, sub dividing and building regulations as may be necessary for the implementation and periodic review of the comprehensive development plan; and
- Such other reports on specific development proposals, satellite township schemes, industrial estate schemes, relocation, re-densification or re – housing schemes, or improvement programmes for any specified purpose as in the opinion of the Authority are necessary for the planned development of the relevant area including suitable urban design parameter floor area ratio, ground coverage, height, bulk control, setbacks and development designs for natural resources and unused and waste urban land.

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

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

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

1.2.5 Planning Principles to be followed

The consultant hired through RFP shall outline the development of the study area with following elements as the core planning principles:

- Integration of UN Habitat’s Sustainable Development Goals (SDG)
- Aligning Bhubaneswar Smart City Vision

1.2.5.1 Liveable City

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

1.2.5.2 Eco – City

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

1.2.5.3 Child Friendly City

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

1.2.5.4 Transit Oriented Development/ Mixed Use

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

1.2.5.5 Regional Economic Centre

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

1.2.5.6 Heritage as an asset in the overall city development

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

1.2.5.7 Re - densification of city core areas

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

1.2.5.8 Regulating development in the fringe areas to control urban sprawl

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

1.2.5.9 Resiliency as an inherent component

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

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

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

1.2.5.11 Art district development or Integration of art initiatives

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

1.2.5.12 Promoting tourism in a sustainable manner

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

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

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

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

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

1.2.5.15 Implementable action strategy

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

1.2.5.16 Communication and citizen outreach strategy

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

1.2.5.17 BDA Town Planning Schemes

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

1.2.6 Objective

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

- To provide short, medium, long-term visions and goals for desirable development for the study area.
- To illustrate an implementable plan for all-round development and include the list of proposals to be implemented in a phased manner.
- To ensure that the most appropriate, sustainable and cost-effective implementation program should be preferred.
- To identify feasible short, medium- and long-term resource management measures, land economics and basic infrastructure needs to facilitate the growth and benefit of people for the present and future.

1.2.7 Setting up of Expert Review Committee

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

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

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

1.3 Scope of Work

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

1.3.1 Work description

The major components of the assignment are:

1.3.1.1 Baseline data, review and assessment

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

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

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

- a. **Review of Development Plans and Sectoral Plans:** Review and analyze the current and previous comprehensive development plans, ongoing sectoral studies applicable to Bhubaneswar city and the surrounding region like development plans, Comprehensive Development Plans, mobility plans, infrastructure plans, economic development plans to ascertain the current situation and identify areas of integration or gaps in integration into the current comprehensive development plan. Similarly inter departmental efforts in areas such as environment, waterbodies, forests, health, educations, roads, railways, slums, affordability and accessibility to various services and utilities must be collated and integrated, while identifying key gaps.
- b. **Study of statutory provisions:** Study of all applicable Act (s), Rule (s), Regulation (s), Policies, Codes/ Guidelines and any other statutory provisions at city, state and national levels and adhere to the same.
- c. **Establish Growth Dynamics:** Study and establish the spatial growth dynamics of the city over the times and identify underlying reasons.

- d. **Follow Low Carbon Development Framework:** Review and analyse the available studies, guidelines and frameworks by agencies – at global, national, state and city level specially by Urban development (MoHUA, GoI) and Environment, Forests and Climate Change (MoEFCC, GoI) as well as policies and frameworks related to low carbon development from international contexts such as Japan, South-Korea, United Kingdom and other relevant countries.
- e. **Benchmark Best Practices:** Review and understand suitability to Bhubaneswar of best practices in sustainable planning and development from national and international contexts such as Singapore, San Francisco, Portland, London, Reykjavik, Chandigarh, Navi Mumbai, Noida, Gandhinagar, etc. A broad benchmarking exercise in basic service delivery such as sewerage, drainage, solid waste management, water supply etc. needs to be carried out with details of cost recovery mechanisms practiced amongst the best performing urban local bodies across the globe. Financing strategies must also be reviewed as the backbone to implement a Clean, Green. Thriving and Equitable Low Carbon Development Plan.
- f. **Assess the Carbon Footprint:** Study and then establish the baseline carbon footprint scenario based on the tools, guidelines and framework for low carbon cities. Review the existing studies and collect the relevant information.
- g. **FAR Consumption Assessment:** Floor Area Ratio is an important aspect of CDPs, and understanding its consumption has a direct impact on population densities, facilitating growth nodes, infrastructure needs, finance etc. and hence a focused assessment of FAR is required. A city wide mapping of Bulk FAR consumed may be calculated in GIS at the urban block level (smallest land parcel surrounded by road on all sides) using building height and footprint data from Existing Land Use Surveys.
- h. **Regional Strategy Framing:** While the study area is finalised and includes the municipal extents of Bhubaneswar, Khordha and Jatani, there are also clear linkages and the flow of goods and people to cities such as Cuttack in the adjoining district. A broad strategy framework for the larger region and its dynamics is to be formulated, so that the proposed CDP could be located seamlessly within it. The strategy must comment on regional growth centres, rural urban interfaces, transport and connectivity, environmental, economic and social aspects and the management of natural resources.
- i. **Conduct Stakeholder workshops to identify issues- concerns and needs:** Both public and inter departmental stakeholder interactions should be undertaken. The public must be consulted at five different stages of the CDP preparation process. The five stages include a) Issues, needs and concerns identification, b) Existing Land Use Plan dissemination, c) Sectoral consultation, d) Concept Plan Outline, Visioning and Scenario Building and e) Draft Plan Workshop. The first stage of consultation should be conducted here to gauge people's perception and involve them in the plan making process from the start.

1.3.1.2 Prepare integrated and comprehensive geospatial database

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

a. Spatial Attribute Collection & Vetting of Base Maps

The Bhubaneswar Development Authority will make available the draft base map of the city with following database obtained from concerned/ competent source to the Consultant for value addition by ground truthing and collecting spatial attributes as per design and standards prescribed by TCPO, Ministry of Urban Development, Govt. of India.

- GIS Based Existing Land use/ Land Cover for year 2014-15 prepared by ORSAC
- GIS Based Digitized Cadastral sheet of 568 revenue villages digitised and integrated with Land Records Web Portal of Odisha (Bhulekh) by ORSAC
- Satellite imagery of 2018-19 procured by BDA
- GIS overlays of other Central and State Government regulations like Colour Coded Zoning Map of Airport Authority of India; Zoning map of ASI monuments; Eco-Sensitive zones of Chandaka- Dampara and Nandankanan Sanctuary; LAP & TP Scheme boundaries, etc

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

- **Geo-Physical Features:** Use WGS 84 geographic co-ordinate system in GIS and map the administrative limits, forest cover and its type, flora and fauna, ecologically sensitive areas, topology, geology and hydrology, Landuse & Landcover (LULC) and others shall be validated and updated. LULC includes man made features such as roads, buildings, electric substations etc.
- **Environmental Features:** A macro level study on environmental features like water bodies, forests, hillocks, agricultural lands, pollution level, ambient air quality, tourism potentials and heritage preservation, etc. shall be undertaken to identify trends, potentials and problems of the region.
- **Climate:** Climatic parameters like average annual rainfall, maximum and minimum temperature, wind speed, relative humidity and number of rainy days in a year shall be assessed for the past and for the present.
- **Climate Change Adaptation:** Determine the vulnerability of the area based on the exposure, sensitivity and adaptive capacity (based on the United Nations Framework Convention on Climate Change (UNFCCC) / or other agreed methodologies).

b. Map the Land use, Infrastructure and Transport sectors

Extensive surveys shall be carried out to map the existing land use, transport and infrastructure facilities and major ongoing and upcoming infrastructure proposals sector wise.

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

- **Physical Infrastructure:** Assessment and mapping of infrastructure like water supply, drainage (including storm water), solid waste management system, roads, electricity lines, gas, optical fiber networks, etc. along with their associated facilities and networks in the study area from primary and secondary sources.
- **Traffic and Transportation:** Comprehensive mobility patterns, including details of modal split for active and motorized transport and congestion corridors and hot-spots. Data from this exercise shall be used to generate an Origin-Destination matrix and that can feed into developing a Transportation Model building on available / existing data from the recent Comprehensive Traffic and Transportation Plan datasets. Assess regional linkages, connectivity in terms of road, rail and by air, bus stops and stations, rail stations, logistics hubs & truck terminals, road types with right of ways and its percentage share, traffic management systems and road density in study area. Assess the activity generator nodes within the region.
- c. Assess the Political, Socio-Economic and Cultural Conditions and Sectors:

Study, analysis and forecasting of following factors:
 - **Administration and Governance:** Map the administrative controls, governance systems (agencies jurisdictional limits for water, sanitation, electricity, transport, municipal area with wards, local planning area, tehsils, enumeration blocks, RI Circle and village boundaries). Data on existing institutional framework, funding and implementation agencies shall be compiled and analyzed. Clearly demarcate the government and private lands. RoR data including kisan, broad ownership categories like Govt/ Private/ Temple Trust/ Endowment/ Forest Land/ Waterbody etc. to be integrated with plot level cadastral data. The Govt. ownership data is to be sub-categorised as per various Departments.
 - **Evolution of Settlement:** Chronological development of settlement referring various secondary sources and by interacting with the stakeholders of the city. Evolution of settlement based on its origin, history, rural to urban transformation and the impetus behind it, change in administrative jurisdiction and the city's growth directions from its origin. Map the settlement extents.
 - **Demographic characteristics:** Past and at present Population growth and density at village and ward levels, Population distribution pattern and its cause, immigration, out-migration, birth and death rate, gender ratio, literacy levels, age-sex pyramid, SC/ST population, population under economically weaker section, under low income group and under middle income group and the reason for growth or decline in population trend, occurred if any. Socio-cultural factors like community distribution and share of minority population. Population density in various regions and demarcation of areas where there is cluster formation outside the city limits.
 - **Economic development in and around Bhubaneswar:** Economic base of the city (formal and informal) and its transformation from past to present (and proposed), occupational pattern, work force participation rate, number of industrial units and its classification, trade and commerce, economic activity centers in and around the city. Plot wise latest Benchmark Value is to be incorporated in the base map as per Inspector General of Registration, Revenue and Disaster Management Department, Govt. of Odisha. Incorporate the major ongoing and proposed economic activities in the analysis.
 - **Social Infrastructure:** Social Infrastructure status of the region shall be assessed in all scales & forms available at present, which shall include and not be limited to Health, Education, Tele-communication, recreational, cultural, religious spaces, crematoriums, slaughter houses, vegetable/ terminal markets, parks and playgrounds, etc. Map their spatial distribution and identify the areas for provision of the facilities which shall be easily accessible
 - **Cultural Characteristics:** Study, assess and map all the past and existing cultural and ritual practices, heritage and religious structures and their associated places both natural and manmade, list and demarcate various classes of heritage structures and their associated

regulations. Identify the tourism potential and facilities to promote them.

d. **Map Institutional Structure:**

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

e. **Prepare an integrated geospatial database:**

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

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

1.3.1.3 Analysis, Forecasts, Modelling, Scenario Building and Visioning

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

a. *Carbon Footprint:*

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

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

- [GHG tool](#) – Greenhouse Gas Protocol Calculation tools
- [CURB tool](#) – Climate Action for Urban Sustainability
- [Climate Smart Cities Assessment framework](#) by MoHUA

b. *Establish Blue-Green networks:*

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

c. *Demographic and Economic Forecast:*

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

d. Traffic and Transportation:

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

e. Infrastructure:

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

f. Social Infrastructure:

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

g. Shelter and Built Environment:

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

h. Institutional Framework:

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

i. Carry out Land Suitability and Carrying Capacity Analysis:

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

j. Prepare Climate Action Strategy:

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

k. Develop a Vision for the City:

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

l. Scenario Building:

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

- i. **Eco-sensitive Approach:** Respect the ecology and natural topography. Identify the blue green networks from the land suitability and carrying capacity analysis to earmark the areas like – non developable, limited and densely developable, etc. This would help to make the city more resilient. These also act as lung spaces, recreational areas for the city apart from serving as green corridors for walking and cycling. Develop policies and programs to effectively manage the blue-green networks and air quality.
- ii. **Compact Development and Mixed Use:** Based on the land suitability and carrying capacity, assign potentially developable areas into compact and high-density development. This also supports in making the city economically sound by optimizing resources such as trunk infrastructure extension and life cycle costs of infrastructure. Strategically manage the growth dynamics to suit the planned objectives in the proposals. Use the entropy of land use mix to avoid or minimize trips by distributing the amenities and facilities within walking distances (both vertically & horizontally).
- iii. **Transit Oriented Development (TOD) and Non-motorised infrastructure (NMT) Integration:** TOD shall be leveraged to the fullest in the local context for easy access to public transit connected with all the economic centers, district, state and regional level facilities. High level of land use and transport integration. Encourage NMT extensively and development the required infrastructure which plays a major role in not only minimizing the dependency on motorized vehicles and reduces the congestion & pollution. It also helps in building a healthy and more productive city. Seamless integration of multiple modes coupled with first and last mile connectivity encourages public to patronage the public transit. Promote the green emission vehicles to minimize the pollution inside the cities
- iv. **Building efficiency and use of Renewable Energy:** Boost passive construction techniques, green building methods and materials coupled with energy efficient devices and building management technologies that help in bringing down energy utilization substantially. Utilize public buildings and open spaces to generate and utilize renewable energy and connect it to grids.

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

1.3.1.4 Formulation of GIS-based Comprehensive Development Plan -2040 for Bhubaneswar

a. City Strategy Diagram:

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

b. Planning Standards:

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

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

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

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

1. Vision & Objectives
2. Economic Growth*
3. Traffic & Transportation
4. Housing & Community Development
5. Urban Infrastructure & Services
6. Slum Rehabilitation & Resettlement
7. Environment and Disaster Management
8. Tourism Development

9. Culture and Heritage
10. Public Arts & Sports
11. Land-Use Planning
12. Development Management and Finance
13. Phasing & Implementation Strategy
14. O & M + Enforcement Strategy for the study area
15. Strategic Assertions
16. Training & Capacity Building

The horizon year for the draft CDP will be 2040.

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

1.3.1.5 Knowledge Transfer and Dissemination

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

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

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

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

1.3.1.6 Financing, Implementation and Enforcement Mechanisms

- a. The Consultants shall develop a phased and detailed Development Plan implementation road map to enable the successful implementation and enforcement of the development plan. This should contain recommendations of the key steps and processes required to ensure successful implementation and enforcement of the revised Development Plan including, but not limited to: institutional frameworks, project planning and management, capacity building, and enforcement mechanisms.
- b. On the basis of a comprehensive evaluation, the Consultants shall identify staffing and investment requirements for Development Plan implementation and enforcement. Accordingly, they shall prepare detailed budget and formulate a short, medium, and long-term investment program for implementation, with a focus on capital investments to be made in the first 5 years, 6-10 years and 11-20 years of the Plan. This will also include possible financial sources and methods for resource mobilization.
- c. Based on capital cost, preparation of Multi-year investment programme to be detailed:
 - Development of alternate financing proposals and assisting in financing schemes.
 - Finalize the percentage land to be made available to the land owner and the land that shall be part of land bank of Bhubaneswar Development Authority, after giving space for the other infrastructure and amenities if taken up by Town Planning Scheme (TPS).
- d. Advise the FSI in the region including in areas with Form Based Codes (if recommended), incorporating the provisions and policy of affordable housing, so that plan is sustainable and accordingly the creation of land bank for Bhubaneswar Development Authority shall be optimized.
- e. Suggestion of strategies for implementation and development of schemes.
- f. Suggestion of involving public private partnerships in plan implementation and project execution
- g. Suggest institutional framework and its integration with the existing. The suggested institutional framework shall be such that it does not burden the present landowners.
- h. Suggest model to take care of operations and maintenance of infrastructure created.
- i. Improvement scheme and Town Planning Scheme along with institutional framework shall specifically stress on following:
- j. Local Area Planning Frameworks to implement the provision of the CDP 2040 that address aspects of Improvement schemes, Rebuilding schemes and Street Schemes to be recommended.
- k. Identifying Town planning/ expansion schemes that enable the provision of:
 - Serviced land, provided is not prohibitive for vast sections of the urban population,
 - Avoiding operational inefficiencies, and ensuring affordable planning and engineering standards.
 - Institutional structure with transparent process.
- l. Finalize the overall financing plan including funding strategy linked with the revenue for the Bhubaneswar Development Authority for implementation of the Improvement Scheme and Town planning scheme.
- m. Promote low carbon development: Explore incentives to promote low carbon development through a low carbon cell in BDA/ BMC for coordination and promotion of the low carbon cities framework. Some of the promotions could include,
 - Rebate in building permission fees
 - Additional FAR
 - Relaxation in permitted uses (vertically & horizontally)

- Rebate in property taxes
- Rebate in utility charges – energy, water, waste
- Rebate in GST (partly return of taxes)

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

1.3.1.7 Creation of GIS Interface Tool

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

1.3.2 Deliverables

Duly complying with the Work Description of the TOR, the consultant must adhere to the following deliverables and timelines.

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

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

Task 1 –Kick-off presentation by the consultant

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

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

- Elected representatives, Mayor, Municipal Commissioner etc.
- City level planning and service providing agencies viz., ULB, Town and Country Planning Department, Development Authority etc.
- Line Departments of the state government such as pollution control board, health department, tourism department, PHED, PWD, Traffic and Transportation etc.

¹ T0 means contract signing date

² Days shall mean calendar days or working days as per BDA (GoO)

- Private sector agencies such as chambers of commerce and industry, etc

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

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

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

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

Existing and relevant plans should be reviewed through this work:

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

Stage I Deliverables -

The inception report shall cover the following:

- a. Kick-off meeting/workshop presentation and its outputs and findings compiled in a report format.
- b. Historical background of the place/ literature study/ data referred
- c. Overall assignment vision, objectives and strategies
- d. Study of applicable Act (s), Rule (s), Regulation (s), Policies, Codes/ Guidelines and any other statutory provisions at city/ State and National levels
- e. Reports/ Inferences from Site visits, stakeholder consultation, surveys, data collection and preliminary data analysis
- f. Pros and cons and learnings of previous Comprehensive Development Plan/CDP or other development studies undertaken by various departments like mobility plan, infrastructure plan, economic development plan, heritage resource management plan, tourism Comprehensive Development Plan, slum improvement plan, environmental studies etc.
- g. Study on global, national, state and city level guidelines/ policies/ frameworks/ existing reports related to low carbon development.
- h. Report on best practices from global and national case studies in sustainable planning and development of cities relevant to Bhubaneswar

- i. Final Work plan outlining approach, main activities and sub – activities, methodology and timelines, schedule of activities, staffing & outputs
- j. Schedule of consultation meetings with stakeholder agencies
- k. Frequency and Schedule of Public Consultation Meetings
- l. One stakeholder meeting at public level and stakeholder interactions at inter-departmental level for issues, needs and concerns identification

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

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

Task 1 – Formulation of Bhubaneswar Regional Strategy

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

Task 2 – Assess the Carbon Footprint

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

Task 3 – Formulation of development vision for Concept Plan

Based on the result of review and survey of current status and potential, the project direction and framework should be set at the initial stage of planning for the study area. It is important process to share and have the consensus of the future image of the project among stakeholders. The consultant shall prepare minimum **three** (3) alternatives for the concept plan covering, but not limited to, the below listed point:

- Setting up of development vision: Development rationale, target completion date, unique selling points (e.g. Aero-City, Bhubaneswar Town Centre), basic concept and service level (e.g. Smart city, Eco city, safety & security)
- Economic and Demographic framework: Industrial structure (Primary, Secondary, Tertiary), Action to boost growth (Identification of potential growth centres/nodes), Skill development strategies
 - Land economics to be given importance to study existing scenario about geographical land and natural resources.
- Land Capability and Suitability Analysis
- Demand Forecast: Population allocation and land-use demand, traffic volume forecast, civil infrastructure, social & physical infra demand forecast (based on land suitability analysis)
- Development strategies: Industrial and agricultural development (Services including manufacturing, logistics, high – valued agriculture, etc.), housing, commercial development including tourism, civil/institutional, social services (medical, education, community centre), transportation, Infrastructures, etc.

- Scrutiny of impact on initiatives with SWOT and GAP analysis to Identify strategies for flexible/adaptive implementation and growth.
- Integrating concepts mentioned earlier in this RFP - TOD, Mixed use development, Low Carbon Mobility, Eco-sensitive zones, TP Schemes, LAP and other modified road networks.

Task 4 – Preliminary Planning for Infrastructure

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

Task 5- Conceptual design and planning

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

Task 6 – Environmental assessment

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

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

Task 7 – Data validation

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

Task 8 – Existing CDP Integration Plan

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

Stage II Deliverables –

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

I. Report

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

- a. Formulation of 3 options for development vision of Concept Plan – Shall not be limited to Development rationale, target completion date, unique selling points, basic concept and service level etc.
- b. Detailed methodology
- c. Background study report including city evolution, history, major planning interventions, important milestones etc. Report on spatial growth dynamics of the city over the times and identify underlying reasons
- d. All administrative boundaries, planning jurisdictions and districts
- e. Chapters detailing Demography, Settlement Pattern, Regional Linkages, Economic Growth, Traffic & Transportation, Housing & Community Development, Urban Infrastructure & Services, Slum Rehabilitation & Resettlement, Environment and Disaster Management, Tourism Development, Culture and Heritage, Public Arts & Sports, Land-Use Planning, Development Management and Finance, Phasing & Implementation Strategy, O & M + Enforcement Strategy for the study area, Strategic Assertions, Training & Capacity Building
- f. Report on validation and finalisation of base map, existing land-use GIS operationalization & map production (including methodology adopted), land-use change patterns and study of settlement pattern, Status/ survey report for the preliminary & secondary data collection
- g. Analysis report on Integrated Geospatial database to be overlayed with basemap which is to include but not limited to the following:
 - Sectoral plans and infrastructural networks & plans
 - Ecological survey and assessment report
 - Hazard & Vulnerability survey and assessment report
 - Report on land markets and values
 - Hydrological & hydrogeological assessment report
 - Geotechnical survey and assessment report
 - Heritage and cultural survey and assessment report
 - Utility Mapping of all ULBs within study area (including underground infrastructure)
- h. Carbon Footprint of Bhubaneswar by sector and geographical area based on tools, guidelines and frameworks for low carbon cities
- i. Land Suitability and Carrying Capacity Analysis (including methodology adopted)
- j. Blue-Green networks and possible natural sponge areas through contour and slope analysis
- k. Climate Action Plan with mitigation and adaptation strategies
- l. Integrated land-use forecasting, scenario & option generation
 - Report on demographic, economic, employment & investment forecasts
 - Report on Integrated land-use and transportation forecasts
 - Report on legal, regulatory and institutional development options

- Report on city-wide scenarios and citywide planning area options
- m. Report on Development strategies: Industrial and agricultural development, housing, commercial development including tourism, civil/institutional, social services, transportation (transport model build upon the comprehensive traffic and transportation survey and datasets), Infrastructures, etc
- n. Conceptual Land Rezoning, Land Economics
- o. Conceptual administrative, land use classification (No development zones to be induced through Land pooling and readjustment of Town Planning (TP) Scheme
- p. Market Research (Investment Trend, Business Needs, and Real Estate Market Analysis) work items related to “Business Plan”
- q. Detail Conceptual implementation & institutional framework/s
 - Business model
 - Phasing
 - Resource Mobilization

II. Stakeholder Consultation and Coordination

- a. Presentations to the Government or other relevant authority as directed by BDA, as and when required. Consultant should prepare and submit the overall presentation at this stage. The presentation shall be modified as per instructions of BDA for presenting to different Government entities.
- b. Min. 3 stakeholder consultations to disseminate existing land use plan, sectoral consultation, concept plan outline and scenario building and accompanying reports

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

III. Maps

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

Map 2.27:	Map showing existing optical fiber networks and associated facilities in study area
Map 2.28:	Map overlaying other agencies jurisdictional limits for water, sanitation, electricity, transport, social infrastructure (e.g. Postal code boundary, Police jurisdiction boundary, Govt. health jurisdiction boundary etc.) etc.
Map 2.29:	Map showing the land suitability and capabilities in study area
Map 2.30:	Map showing the inundated areas during extreme rainfall / cyclones
Map 2.31:	Map showing the areas affected by extreme heat in study area
Map 2.32:	Land Value Map
Note: Further maps will need to be generated as per BDA's request	

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

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

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

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

Task 2 – Prepare draft Comprehensive Development Plan

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

- Land Use – Existing and Proposed
- Land classifying plan: Flood analysis, site sorting plan
- Road system: Functional classification, Traffic volume, Traffic flow, Typical road section/pavement, Intersection, Bridge and culvert
- Water supply system: Planning and overlay concept, Water demand forecast, Water sources, Water treatment plan, Distribution system
- Sewage Management: Planning and overlay concept, Waste water generation, Sewage treatment plant
- Power supply system: Planning and overlay concept, Power demand forecast, Distribution plan (In KV), Exploring the possibility of renewable generation facility
- Information and Communication System: Telecom demand, IT Parks and ITES
- Built-up form mapping
- Heritage maps
- Watershed maps and proposal for riverfront development

Task 3- Prepare draft Zoning and Development Control Regulations

- Zoning of land use for residential, commercial, industrial, agricultural, recreational, educational and other purposes together with Zoning Regulations.
- A complete street pattern, indicating major and minor roads, national highways, and state highways, and traffic circulation pattern, for meeting immediate and future requirements with proposals for improvements
- Areas reserved for parks, playgrounds and other recreational uses, public open spaces, public buildings and institutions and areas reserved for such other purposes as may be expedient for new civic developments
- Areas earmarked for future development and expansion
- Reservation of land for the purposes Central Government, the State Government, Planning Authority or public utility undertaking or any other authority established by Law
- Declaring certain areas, as areas of special control and development in such areas being subject to such regulations as may be made in regard to building line, height of the building, floor area ratio, architectural features and such other particulars as may be prescribed
- Stages by which the plan is to be carried out

Stage III Deliverables –

I. Report

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

II. Stakeholder Consultation and Coordination

A draft plan workshop to be conducted with the following outputs

- a. Report on Planning area consultations
- b. Report on City wide stakeholder consultations

III. Maps

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

1.3.2.4 Stage – IV Final proposal (T0+450 days)

Task 1- Prepare Final Comprehensive Development Plan

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

Task 2- Development, Implementation and Enforcement Plan

- **Phased Development & Implementation Plan development:** The Consultants shall develop a phased detailed Comprehensive Development Plan implementation road map to enable the successful implementation and enforcement of the revised Comprehensive Development Plan. This should contain recommendations of the key steps and processes that are required, a detailed GANTT chart listing processes with suggested timelines for implementation.
- **Enforcement process and protocol development:** The Consultants shall also undertake a detailed study on enforcement process and develop protocols to accomplish this. They shall prepare a road map encompassing all activities required to ensure successful implementation and enforcement of the revised Comprehensive Development Plan including, but not limited to: institutional frameworks, project planning and management, capacity building, and enforcement mechanisms.
- **Staffing and Investment Budget for Comprehensive Development Plan Implementation & Enforcement:** The Consultants shall identify staffing and investment requirements for Comprehensive Development Plan implementation and enforcement. Accordingly, they shall prepare detailed budget and formulate a short, medium, and long-term investment program for implementation, with a focus on capital investments to be made in the first 5 years, 6-10 years and 11-20 years of the Plan. This will also include possible financial sources and methods for resource mobilization. The Consultants shall base this on stated priorities, prioritize the projects and prepare the phased investment plan accordingly. The Consultants shall also suggest mechanisms for resource mobilization.
- **Operation and Maintenance:** The consultant will suggest models to take care of operation and maintenance of infrastructure created.

Stage IV Deliverables –

- a. Final Report and Maps based on revisions, suggestions by officials, various Departments and other stakeholders at the draft proposal stage.
- b. Final Revised Development Plan with detailed zoning and development plans for Planning districts
- c. Define final implementation mechanism with phase wise timelines for the development framework
- d. Develop a review (regulation), implementation (financing) & approval (governance) processes
- e. Recommend new Development Standards (i.e. amendments to zoning, standards, guidelines, etc. and other regulatory changes)
- f. Obtain legal and statutory status for the CDP and other Government/agency approvals

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Map 4.1:	Map showing the zones with restricted, limited activity and developable zones
Map 4.2:	Map showing proposed land use map for the study area
Map 4.3:	Set of detailed proposed land use maps for study area zonal jurisdictions
Map 4.4:	Map showing proposals for slums and informal settlements across study area
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Map 3.11:	Map showing proposed ecologically sensitive and protected areas in study area
Map 3.12:	Map showing existing and proposed power and energy services in study area
<i>Note: Further maps will need to be generated as per BDA's request</i>	

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

a. Knowledge Transfer to BDA and Public Engagement

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

b. Development Plan Implementation & Enforcement Report

- Report on Development Plan Implementation
- Report on Development Plan enforcement
- Report on Staffing and Investment Budget

1.3.3 Time/ Payment Schedule

- a. Total timeframe for the assignment shall be of maximum 24 (twenty-four) calendar months.
- b. The payment shall be released upon submission and approval of the following deliverables:

Sl. No	Deliverables	Time	Payment
1	Stage I: Kick-off meeting/ workshop + Inception report	T0 + 90	5%
2	Stage II: Existing Analysis and Vision document		
i	Base map	T0 +120	10%
ii	Data Validation – Status/ Survey Report and existing analysis report	T0 +180	5%
iii	Vision document	T0 +210	5%
3	Stage III: Proposal - Draft	T0 + 300	30%
4	Stage IV: Proposal - Final		
i.	Final Proposal	T0 + 450	20%
ii.	Approval by Government	T0 + 570	15%
5	Stage V: Final Submission & Data Handover	T0 + 600	10%

- c. The Expert Review Committee (ERC) formulated to monitor the progress of the assignment may make judgment regarding the quality of services. The payment will be released only after ERC's decision and approval on the quality of work as per the deliverable as set forth in Clause 1.3.3 above.
- d. No separate TA/DA would be payable in addition to Consultancy fee.
- e. The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable as Consultancy fee.

SECTION: 4

GENERAL ELIGIBILITY/ COMPLIANCES SUBMISSION FORMS

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

[Location, Date]

To,

The Planning Member,
BHUBANESWAR DEVELOPMENT AUTHORITY
Akash Shova Building, Pandit Jawaharlal Nehru Marg
Bhubaneswar - 751001, Odisha

Subject: Selection of Consultant for Preparation of GIS based Comprehensive Development Plan for Bhubaneswar

Dear Sir,

1. I/We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal vide advertisement No_____ dated _____ for the **GIS-based Comprehensive Development Plan -2040 for Bhubaneswar**.
2. I/We are hereby submitting our Proposal along with the Bid Document Fees of Rs. 11,800/- (in the form of DD) and Bid Security Declaration Form in one envelope and a Financial Proposal sealed under a separate envelope.

General Eligibility/ Compliances – original + 1 copy+ DD

Financial Proposal – original + 1 copy
3. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Work.
4. I/We acknowledge the right of BDA to reject my/our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, I/we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement

or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my/our part.

6. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
7. I/ we submit this Bid under and in accordance with the terms of the RFP document

Yours faithfully,

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Date: Name of the Bank:	
7	EMD Details	EMD Declaration Form
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)
(for information only)

Financial Information in INR				
Details	FY17-18	FY 18-19	FY19-20	Average
Average Annual Turnover (in Crore) from consulting / advisory services.				
Supporting Documents: <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the proposal. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: __

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH -5

(BIDDER'S PAST EXPERIENCE DETAILS) (for information purpose only)

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

S. No.	Field of specialization	Name of consulting firm	Assignment Name	Name of Client	Whether participated as individual consulting firm/ member of consortium, if member of consortium mention the consortium lead	Project Cost in Rs.	Stage of Project execution on ground (initiated/ in progress/ completed)	Any other relevant information
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

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

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

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

Name and Designation with Date and Seal: _____

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Consultant which are of conflicting nature as mentioned in Section 2: [Information to the Bidder]. If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Consultant as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder]**.

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

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

Communication Address of the Bidder: __

TECH -7

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

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

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

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

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

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

TECH -8

FORMAT FOR BID SECURITY DECLARATION

(On Bidder's Letter Head)

I,__, the (Designation) of (Name of the Organization) in witness whereof agree to submit this Bid Security Declaration Form as a part of our Proposal. We understand that we shall be liable under this declaration to comply with all terms and conditions of the RFP. This declaration shall be in force, until the selected bidder is announced by the client or in case our bid is selected, this declaration shall be in force till we submit the Performance Bank Guarantee as per the provisions of this RFP.

While this declaration is in force, we understand that the client may cancel our empanelment and / or blacklist us from participating in any further tendering process in the state under the following reasons:

1. We withdraw our proposal during the bid validity period as specified in the RFP.
2. We do not respond to requests for clarification on our proposal
3. We fail to provide required information during the evaluation process or are found to be non-responsive or have provided false information in support of our qualification.
4. If we fail to:
 - a. Provide any clarifications to client
 - b. Agree to the decisions of the contract negotiation meeting.
 - c. Sign the contract within the prescribed time period (15 days)
 - d. Furnish required Performance bank guarantee on time
5. Any other circumstance which holds the interest of the client during the overall selection process.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

Address of the Bidder:

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

SECTION 5: APPENDIX -1

FINANCIAL PROPOSAL COVERING LETTER

(To be furnished with Financial Bid in .pdf format)

FROM

(NAME OF THE FIRM)

TO

The Secretary,

BHUBANESWAR DEVELOPMENT AUTHORITY

Akash Shova Building, Pandit Jawaharlal Nehru Marg

Bhubaneswar - 751001, Odisha

Subject: Selection of Consultant for Preparation of GIS based Comprehensive Development Plan for Bhubaneswar

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for **Rs. _____ Crores for the sum of [Amount in words and figures]**. This amount is exclusive of the Goods & Service Taxes but inclusive of all other taxes & duties, levies, cess etc. which we have estimated at (Amount in Words and Figures).

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

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

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

We remain,

Yours sincerely,

Managing Director/Head of the firm/

Authorised Representative of the firm * Name of
the firm Address

SECTION 5:APPENDIX -2

SUMMARY OF COST ESTIMATES & FEE QOUTED

(To be furnished with Financial Bid in .pdf format)

Sn.	Name of Activity	Costs	Amount (Rs.)	
			In Figures	In Words
1.	Remuneration			
	Sub Total			
	Taxes and Duties			
	Taxes payable on fees for services provided by consulting firm			
	Consultancy GST			
2.	Miscellaneous Expenses			
	Sub Total			
	Taxes and Duties			
	Taxes payable, Fees for services provided by consultants			
	Consultancy GST			

Total Amount of Financial Proposal:

Grand Total including all Taxes:

(In Figures)

(In Words)

SECTION 5:APPENDIX -3

BREAKDOWN OF LOCAL CURRENCY COSTS

(To be furnished with Financial Bid in .pdf format)

I. REMUNERATION FOR LOCAL PROFESSIONAL STAFF

Sl. No.	Key personnel	Man-month during Construction period of 36 month*	Total Man-Month	Billing Rate ()	Amount ()
<u>Key Personnel</u>					
1	Team Leader	1x24	24		
2	Transport planner	1x24	24		
3	Urban Planner	1x24	24		
4	Landscape Architect / Drainage expert / Environmental engineer/ Environmental Planner	1x12	12		
5	Infrastructure planner	1x12	12		
6	GIS Expert	1x24	24		
	Sub-Total				
<u>Support Staff</u>					
1	Urban Planner	1x24	24		
2	Transport planner	1x24	24		
3	Communication expert	1x24	24		
	Sub-Total				
	Grand Total				

(All the breakup of expenses is indicative only to arrive the total consultancy fee).

SECTION 5:APPENDIX -4

Miscellaneous Expenses

(To be furnished with Financial Bid in .pdf format)

Activity No.: _____ Name: _____

Sl. No.	Description	Unit	Quantity	Unit Price (Rs.)	Total Amount (Rs.)
1.	Communication costs between _____ and _____ (telephone, telegram, etc.)				
2.	Drafting, reproduction of reports				
3.	Equipment: Vehicles, Computers, etc.				
4.	Software				
	Grand Total				

Note: The above form is to be filled up separately for each activity.

SECTION 6

BID SUBMISSION CHECKLIST

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. __/- in form to DD		
4	General Details of the Bidder (TECH - 2)		
5	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
6	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
7	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
8	Comments and Suggestions (TECH – 7)		
12	Bid Security Declaration Form (TECH - 8)		
13	This Check List, duly ticked & signed. This check list, duly checked/ ticked and signed shall form part of this RFP Document		
14	Copy of Income Tax Registration (PAN)		
15	Copy of GST Registration		
16	Format of agreement duly signed on each page (as provided in Section-7)		

Undertaking:

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

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

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

Ref.: Bank Guarantee: _____ Date: _____

Sir,

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

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

1. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Client and liabilities of the Consultant arising upto and until 12 months from the date of the approval of the [**Comprehensive Development Plan**] on consultancy services provided by the Consultant provided that the Bank shall upon the written request of the Client made within in 6 (six) months of the said date extend this Guarantee/Undertaking by a further 6 (six) months from the said date, within which the Client may make a demand hereunder.
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that the Client may now or at any time have in relation to the Consultant's obligation/ liabilities under and/or in connection with the said contract and the Client shall have full authority to take recourse to or reinforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of the Client in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Consultant.
4. Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Consultant (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Consultant or any other order or Communication whatsoever by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to the Client in terms hereof.
5. Notwithstanding anything contained herein:
- (a) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs. _____.
- (b) This Guarantee/Undertaking shall remain in force up to 12 months from the date of approval of the [**Comprehensive Development Plan**] by the Client.
6. The Bank hereby declares that Shri _____(name & designation of the person authorized to sign on behalf of the Bank) is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

Name & Designation

Name of the Bank

SECTION 7

STANDARD FORM OF CONTRACT

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions
2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultant
4. Consultants' Personnel and Sub-Consultants
5. Obligations of the Client
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

Appendix E - Duties of the Client

Appendix F- Duties of the Consultant

Appendix G- Minutes of Negotiation Meeting and Letter for Revised Financial Quotation

CONTRACT FOR CONSULTANTS' SERVICES

Between

BHUBANESWAR DEVELOPMENT AUTHORITY, a statutory body constituted under the Orissa Development Authorities Act, 1982 by notification no. 37627-HUD/31.8.1983, with its registered office at Ashok Shova Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001, Odisha (hereinafter referred to as **BDA**,)

And

XXXX

Dated:

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the **XXth** day of the month of **Month, Year**, between **Bhubaneswar Development Authority**, Bhubaneswar, Odisha on the one hand (hereinafter called the “**BDA**”) (hereinafter called the “Client”), of the First Part and, XXXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXXXXXX, State, India (hereinafter called the “Consultant”) of the Second Part.

WHEREAS

- (a) the Consultant, having represented to the “Client” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the Client;
- (b) the “Client” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

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

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Client”

Appendix F: Duties of the Consultant

Appendix G: Minutes of Negotiation

Meeting and Letter for Revised Financial
Quotation

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

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “**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.

Signed by -----

1. For and on behalf of BDA

2. For and on behalf of XXXXXXXXX

In presence of (Witnesses)

i.) **A**

ii.) **B**

II. General Conditions of Contract

1. GENERALPROVISIONS

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in Odisha for the time being.
- b) “Agency” means any private or public entity that will provide the Services to the “Client” under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- d) “Day” means calendar day.
- e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- f) “Foreign Currency” means any currency other than the currency of the “Client’s” country.
- g) “GC” means these General Conditions of Contract.
- h) “Government” means the Government of Odisha
- i) “Local Currency” means Indian Rupees.
- j) “notice” Written communication sent to Address for communication mentioned in contract.
- k) “Party” means the “Client” or the Agency, as the case may be, and “Parties” means both of them.
- l) “Personnel” means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

- o) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- p) “Third Party” means any person or entity other than the “Client”, or the Agency.
- q) “In writing” means communicated in written form with proof of receipt.
- r) “ERC” means Expert Review Committee (ERC) set up by Authority to Monitor the project.

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

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

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

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

1.7 Authority of Lead Partner : Deleted

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

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Client's policy to require that Clients as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- a. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c. "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non- competitive levels;
- d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Client

- a. The Client may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

1.10.3 Commissions and Fees

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

representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

2.6 Modifications or Variations:

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

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

2.7 Force Majeure

2.7.1 Definition

a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has

caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

b. Force Majeure shall not include

- i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees nor
- ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability

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

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Client", shall either:

- i. demobilize, or
 - ii. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination

2.9.1 By the “Client”: The “Client” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of this Clause GC 2.9.1.

- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.
- b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultant fails to comply with any final decision reached as a result of “dispute resolution” proceedings pursuant to Clause GC 8 hereof.
- d. If the Consultant, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultant submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.
- f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g. If the consultant fails to provide the quality services as envisaged under this Contract. The Expert Review Committee (ERC) formulated to monitor the progress of the assignment may make judgment regarding the quality of services, the reasons for which shall be recorded in writing. The EMC may decide to give one chance to the consultant

to improve the quality of the services.

- h. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. if the Consultant fails to confirm availability of Key Experts as set forth in RFP;
- j. if the Consultant replaces any Key Expert in contravention of the provisions of this Contract
- k. If the consultant fails to comply with criteria as set forth in the RFP with regard to the Team strength, experience and qualifications of the Key Experts and their role in preparation of the CDP, Authority may terminate this contract.
- l. If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (l).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Client”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- a. If the “Client” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the “Client” fails to comply with any final decision reached as a result of “dispute resolution” pursuant to Clause GC 8 hereof.
- d. If the “Client” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Client” of the Consultant’s notice specifying such breach.

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

hereof, and (iv) any right which a Party may have under the Law.

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

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Client” shall make the following payments to the Consultant:

- a. If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination, hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Client” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance : The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with

generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Client”, and shall at all times support and safeguard the “Client’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services : The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants and or Associates, as well as the Personnel of the Consultants and any Sub-consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

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

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

- a. The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Client” on the procurement of goods, works or services, the Consultant shall comply with the Client’s applicable procurement guidelines, 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 responsibility shall be for the account of the “Client”.

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

preparation or implementation of the project.

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

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

3.4 Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the “Client”, insurance against the risks, and for the coverage specified in the SC, and (ii) at the “Client’s request, shall provide evidence to the “Client” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

3.6 Consultant’s Actions Requiring “Client’s Prior Approval: The Consultant shall obtain the “Client’s prior approval in writing before taking any of the following actions:

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

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

3.7 Reporting Obligations: The Consultant shall submit to the “Client” the reports and

documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered as per the instructions of the “Client”.

- 3.8 Documents Prepared by the Consultant to be the Property of the “Client” :** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Client” under this Contract shall become and remain the property of the “Client”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Client”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Client’s prior written approval to such agreements, and the “Client” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 Equipment, Vehicles and Materials Furnished by the “Client”:** Equipment, vehicles and materials 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 and materials in accordance with the “Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Client” in writing, shall insure them at the expense of the “Client” in an amount equal to their full replacement value.
- 3.10 Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

- 4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as mentioned in the RFP required to carry out the Services. The deployment of Personnel will be as per the as per the instructions of BDA after the due

submission of the CVs by the Consultant and its approval by BDA as per the conditions of the RFP. Any deviation with regard to the deployment may lead to cancellation of the Contract.

4.2 Description of Personnel:

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his/her name is listed as well.
- b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Client", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Client's written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Client" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 Removal and/or Replacement of Personnel:

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

provide as a replacement a person of equivalent or better qualifications and experience. **Permission from the client shall be sought atleast 1 month prior intends to replace any of the key experts.**

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

The consultant shall ensure that any such activity of replacement of the Key experts will not delay or affect the progress and quality of the service by Consultant

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

- ii. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) **has reasonable cause to be dissatisfied with the performance of any of the Personnel**, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.
- iii. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- iv. In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Client reserves the right to verify all statements, information..

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

5. OBLIGATIONS OF THE "CLIENT"

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

- a. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.
- c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d. Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

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

5.3 Services, Facilities and Property of the “Client”:

- a. The “Client” shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.
- b. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

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

5.5 Counterpart Personnel:

If necessary, the “Client” shall make available to the Consultant free of charge such professional

and support counterpart personnel, to be nominated by the “Client” with the Consultant’s advice, if specified in Appendix E.

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Client and as negotiated thereafter.
- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows :

- a. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC12.
- b. Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the consultant without further delay.
- c. Final Payment: The final payment as specified in SC 12 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Client”. The Services shall be deemed completed and finally

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

- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the consultant and the consultant has made presentation to the Client (if presentation is required) with /without modifications to be communicated in writing by the Client to the consultant.
- e. If the deliverables submitted by the consultant are not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the consultant. This is without prejudicing the Client’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re- submits the deliverable, and which is accepted by the Client.
- f. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Client to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.
- h. In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:
Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

8.1 Dispute concerning nature, character, performance of work as specified in the Contract and payments referred to in the Payment Schedule and/or dispute concerning and arising out of the agreement shall be raised before the Authority within 24 hours and the concerned authority shall resolve the dispute within 30 days and in case required, giving opportunity of hearing to the party raising dispute and in consultation with such other officer(s), technical person(s) as he deems fit and appropriate. The decision as aforesaid shall be final and binding to both the parties.

8.2 In case any dispute concerning payment as referred in the Payment schedule and concerned provisions in the agreement remains un-resolved, shall lie to concerned Civil Court of competent jurisdiction at Bhubaneswar including Commercial Courts constituted under Commercial Courts Act, 2015 with amendments and in exclusion of any other jurisdiction(s) provided under any Act, Code and Rules.

9. LIQUIDATED DAMAGES

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

9.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value

of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

- a. If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay a sum equivalent to 0.5% (half percent) of total contractual value, which the Consultant has failed to deliver within the period fixed (unless prior extension of time has been granted by BDA) for delivery for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price
- b. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Consultant, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- vii. The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are:
		1. "Client": Bhubaneswar Development Authority (BDA), Ashok Shova Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751 001. Attention: Engineer Member
		2.
2.	1.7	Deleted
3.	1.8	The Authorized Representatives are: For the "Client": For the Consultant:
4.	2.1	1. Signing of Contract Agreement 2. Client's notice to the Consultant instructing the Consultant to begin carrying out the Services
5.	2.2	The time period shall be 15 days.
6.	2.3	The time period shall be 15 days.
7.	2.4	The time period shall be XXXXX months from the 'Effective Date'
8.	3.4	The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, should be insured as per existing Motor Vehicles Act; (a) Third Party liability insurance, with a minimum coverage of INR Ten Lakhs; (b) Professional liability insurance to cover the Client against any loss

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

For lump-sum contracts (ie. INR XXXXXXXXXXXXX only) payment will be made³ based on milestones indicated for each activity as per Clause 1.3.3 of Terms of Reference (ToR) of the RFP.

13.	10	<p>10. Miscellaneous provisions:</p> <p>i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.</p> <p>ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>iii. The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>iv. Each member/constituent of the Consultant, shall be jointly and severally liable to and responsible for all obligations towards the Client for performance of works/services including that of its Associates under the Contract.</p>
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³ GST shall be paid extra as applicable

		<p>v. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>vi. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.</p> <p>vii. The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Client.</p>
14.	11 (New Clause)	<p>Limitation of the Consultants' Liability towards the "Client"</p> <p>In case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>i) for any indirect or consequential loss or damage; and</p> <p>ii) for any direct loss or damage;</p> <p>A. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR</p> <p>B. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p>

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/ Sub-Consultancy personnel shall working all working days as per Government of Odisha Calendar and as required by the Client for completion of work. The Consultant shall work as per the work program of the Contractor. In this context, in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the Client for consideration. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

Appendix D: Total Cost of Services In INR

Appendix E: Duties, Facilities and Services provided of the “Client”

Duties of the Client - Please refer TOR

Services and Facilities Provided by the Client

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

1. Climate Resilient Planning
(*Climate Smart City Policy is being developed under BSCL)
2. Sustainable Development Strategy
(UN Habitat Policy can be referred)
3. Economic Development Strategy
(*Bhubaneswar Economic Development Strategy under SmUDI Programme is being developed by Delloitte)
4. Physical and Social Development Strategy
(*UNFPA can provide support to document strategies and interventions regarding Social Development in coordination with the BUKC
*GIS Based Mapping of Urban Utility Assets is being conducted under Directorate of Town Planning, H&UD Department)
5. Smart Sustainable Urban Transport
(*Low Carbon Mobility Plan being prepared in collaboration with GIZ)
6. Transit Oriented Development
(*The draft TOD Proposals have been developed by IBI)
7. Green Blue Comprehensive Development Plan
8. Heritage resource management plan
(*Heritage resource management plan is being prepared by BUKC)
9. Redevelopment Strategy
10. Existing Comprehensive Development Plan.
11. Maps in digital format or hard copies.
12. Any reports which are available only with the Client and relevant to the assignment.