



Bhubaneswar Smart City Limited

Block-1, 5th Floor, BMC- Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007

E-mail Id: bbsr.bscl@gov.in, CIN: U74990OR2016PLC020016

Telephone-0674- 2548428 FAX: 0674-2540811

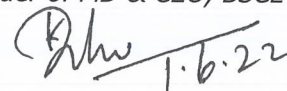
No. 1121 /BSCL/

Date: 01 /06/2022

"RFP for selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the Natural Drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme"

M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed proposals from registered and experienced Agencies for suitable consultancy services for development of various infrastructure projects along with its supervision during construction and operation and maintenance post implementation under the CITIIS Programme of Bhubaneswar Smart City Limited. The details of Terms of Reference (ToR) can be downloaded from the website of BSCL i.e. www.smartcitybhubaneswar.gov.in. Interested agencies may submit their proposal in a sealed cover super-scribing as **"RFP for selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the Natural Drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme"** with Advertisement Number and Date to the General Manager (Admin), Bhubaneswar Smart City Limited, 5th Floor, Block-1, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar-751007 through Speed Post / Registered Post / Courier services only, which should reach on or before **3.00 P.M on 20.06.2022** positively and the same will be opened at **3.30 PM** on the same day. Proposal received after the due date and time shall be rejected. The undersigned reserves the right to reject any or all the tender without assigning any reason thereof.

By order of MD & CEO, BSCL



**General Manager (Administration)
Bhubaneswar Smart city Limited**

Request for Proposal

FOR SELECTION OF CONSULTANT FOR PREPARATION OF DETAILED PROJECT REPORT & SUPERVISION DURING CONSTRUCTION FOR VARIOUS INFRASTRUCTURE PROJECTS & "DEVELOPMENT AND IMPLEMENTATION OF NATURE BASED WATER TREATMENT SOLUTIONS ALONG WITH ITS OPERATION AND MAINTENANCE FOR 3 YEARS IN THE LAKE ZONES I AND II OF THE NATURAL DRAINAGE CHANNEL NO.10 BHUBANESWAR UNDER THE ON GOING CITIIS PROGRAMME"



RESTORING BLUEWAYS PROJECT

RFP No. – 1119/BSCL/Special-Proj/02/22

dtd. 1st June, 2022

Bhubaneswar Smart City Limited,

Block-1, 5th Floor, BMC Bhawani Mall

Saheed Nagar, Bhubaneswar–751007

Bhubaneswar, Odisha.

May, 2022.

Request for Proposal (RFP)

For

SELECTION OF CONSULTANT FOR PREPARATION OF DETAILED PROJECT REPORT & SUPERVISION DURING CONSTRUCTION FOR VARIOUS INFRASTRUCTURE PROJECTS & "DEVELOPMENT AND IMPLEMENTATION OF NATURE BASED WATER TREATMENT SOLUTIONS ALONG WITH ITS OPERATION AND MAINTENANCE FOR 3 YEARS IN THE LAKE ZONES I AND II OF THE NATURAL DRAINAGE CHANNEL NO.10 BHUBANESWAR UNDER THE ON GOING CITIIS PROGRAMME".

RFP NO.: 1119 dated 01.06.2022

**Bhubaneswar Smart City Limited,
Block I, 5th floor, BMC Bhawani Mall,
Saheed Nagar, Bhubaneswar -751007,
Bhubaneswar, Odisha.**

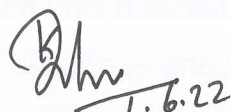
NOTICE INVITING RFP.

BID IDENTIFICATION NO-BSCL/Special Projects/02/ 2022

NOTICE INVITING REQUEST FOR PROPOSAL.

Bhubaneswar Smart City Limited (BSCL) invites technical and financial proposals in sealed covers from the registered / reputed consulting firms / for " **selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the Natural Drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme"**.

1. The detailed Request for Proposal (RFP) document can be downloaded from the official website of the Bhubaneswar Smart City Limited (i.e. <https://smartcitybhubaneswar.gov.in>) from **15:00 hours of 01.06.2022 to 17:30 hours of 19.06.2022**.
2. The last date of receipt of technical and financial bids through speed post/ registered post/ courier in off-line mode is **20.06.2022 till 15:00 hours**.
3. The pre-bid meeting is scheduled at **15:30 hours on 20.06.2022**
4. Any addendum/Corrigendum /cancellation of tender can be seen in the above web site.



**General Manager (Administration),
Bhubaneswar Smart City Limited.**

DISCLAIMER;

1. The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Applicants (Bidders/ Applicants), whether verbally or in documentary or any other form by or on behalf of **Bhubaneswar Smart City Limited (BCSL)** (herein after referred to as "**Authority**" or any of its employees/officers/representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is neither an agreement nor an offer by the **Authority** to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy / assignment proposed to be awarded pursuant to this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. Adherence to all of the terms and conditions stipulated by the AFD, MoHUA and the Apex Committee under the CITIIS Programme: Consultants are encouraged to gather knowledge of the CITIIS Maturation Phase and its mandatory environmental and social safeguard documents. Consultants agree to ensure Strict Adherence to the terms and conditions of the CITIIS Tripartite Agreement, CITIIS Environmental and Social Management Plan, CITIIS Communication and Outreach Plan and the CITIIS Monitoring and Evaluation Plan documents in all aspects relevant and applicable for implementing the Restoring Blueways Project under CITIIS Programme. The Consultant agrees that the proposals drafted and submitted would be implemented under the framework of the CITIIS Programme as detailed in Appendices F, G, H, I and J.
5. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees/ consultants/ representatives /officials 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 Applicant 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 Applicants may be on a wide range of matters some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. The Authority and its employees/ officers/ advisors make no representation or warranty and shall have no liability to any person including any Applicant 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 / Tender Process (hereinafter defined).
7. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
8. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements and information contained in this RFP.
9. The Authority 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.
10. The issue of this RFP does not imply that Authority is bound to select an Applicant or to appoint the Selected Applicant/ Selected Bidder, as the case may be, for the Consultancy and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
11. Laws of the Republic of India are applicable to this RFP.

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DEFINITIONS

- i) **"Application"** shall mean the response/ signed offer submitted by the applicant in response to this request for proposal (RFP).
- ii) **"Applicant(s)"** shall mean all eligible parties participating in the bid process pursuant to and in accordance with the terms and conditions of the Bid.
- iii) **"Bid/Tender"** shall mean documents issued by **General Manager (Administration), Bhubaneswar Smart City Limited** to the prospective bidder.
- iv) The word **"Tender"** is synonymous with **"Bid"**.
- v) **"Bidder (s)"/ "Tenderer"** shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of this document.
- vi) **"CITIIS Programme"** shall stand abbreviation to City Investments to Innovate Integrate and Sustain. The said Programme is funded by the Agence Française de Développement (AFD) and the European Union (EU) through the Ministry of Housing and Urban Affairs (MoHUA), Govt of India and the Government in Housing & Urban Development Department, Govt of Odisha for implementation by Bhubaneswar Smart City Limited.
- vii) **"Consultancy Fee"** shall mean the fee to be paid as per schedule of payments by the General Manager (Administration), Bhubaneswar Smart City Limited. to the Consultant as given in the Bid document.
- viii) **"NIB/NIT"** shall mean Notice Inviting Bid or Notice Inviting Tender
- ix) **"Client"** shall mean **General Manager (Administration), Bhubaneswar Smart City Limited**
- x) **"Architectural Consultant/Consultant/Back-up Consultant"** shall have the same meaning as successful applicant and with whom the Contract Agreement has been signed.
- xi) **"Contract Agreement"** shall mean the agreement to be signed between the Successful applicant and **General Manager (Administration), Bhubaneswar Smart City Limited**, for execution of the Project.
- xii) **"LOA"** Letter of Award shall mean the letter issued by **General Manager (Administration), Bhubaneswar Smart City Limited**, Bhubaneswar to the Successful applicant inviting him to sign the Contract Agreement.
- xiii) Project shall mean **selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the Natural Drainage Channel No.10, Bhubaneswar under ongoing CITIIS Programme."**

- xiv) **Site” shall mean the location Drainage Channel NO 10, Bhubaneswar.**
- xv) **"Approved"** means approved by General Manager (Administration), Bhubaneswar Smart City Limited /Client’s representative inwriting.

DATA SHEET

1	Name of Organisation/Department	Bhubaneswar Smart City Limited, Bhubaneswar, Odisha.
2	Bid Number	RFP Notice No. Date: 20-05-2022
3	Name of the project	“Selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & “Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme.
4	Estimated Contract Value	Open
5	Period of Contract	36 Calendar Months
6	Selection of consultant	QCBS (70:30)
7	Bid Type	Open Competitive Bidding
8	Bid Category	Consultancy
9	Bid Validity	120 days from Scheduled Bid submission closing date.
10	Bid Processing Fee:	Rs. 11,800/- (inclusive of GST) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India (Non -Refundable) General Manager (Administration), Bhubaneswar, Smart City Limited, Bhubaneswar,
11	Bid document download start Date and time	15:00 hrs dated 01.06.2022 onwards
12	Last date to send pre-bid queries.	16:00 hrs dated 18.06.2022
13	Date and time for Pre-bid meeting.	15:30 hrs dated 07.05.2022
14	Responses to Pre-bid Queries	Before 15:00 hrs dated 20.06.2022
15	Bid Submission. Closing Date	15:00 hrs dated 20.06.2022
16	Bid Opening Date	15:30 hrs dated 20.06.2022
17	Place of Bid Opening	Office of the General Manager (Administration), Bhubaneswar, Smart City Limited Bhubaneswar,

SECTION 1.
LETTER OF INVITATION

SECTION-I

LETTER OF INVITATION

Name of the Assignment; - "selection of **Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme."**

1. A "**Bidder**" (also referred to as "**Consultant/ Agency**") will be selected under **Quality and Cost Based Selection** procedure as prescribed in the RFP Document in accordance with the procedures prescribed here with circulated vide *Office Memorandum No.37323/F, Dated:30.11.2018* of Finance Department, Govt. of Odisha.
2. This is offline tender process by Bhubaneswar Smart City Limited in the Office of General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar. The Proposal must be submitted offline only in hard copy through speed post / registered post / courier only. Proposal submitted through hand delivery shall not be accepted and summarily rejected. The tender document shall be uploaded on the official website of Bhubaneswar Smart City Limited i.e. <https://smartcitybhubaneswar.gov.in>.
3. Evaluation of the Proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial Proposal.
4. The two parts of the "**Proposal/Bid**" ("**Technical Proposal**" and "**Financial Proposal**") must be submitted off-line with all pages numbered serially, along with an index of submission. The Financial Proposal has to be submitted in a separate cover as mentioned in Sl. No. 9. of ITB. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Employer may reject the Proposal.
5. The Proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs. 11800/- (Rupees eleven thousand eight hundred only)** towards **Bid Processing Fee** and a **Bid Securing Declaration Form (Tech-11)** as prescribed in the RFP failing which the Proposal will be rejected.
6. The schedule (date and time) of the bidding process is mentioned in the bid data sheet.
7. **PRE-PROPOSAL VISIT AND INSPECTION OF DATA.**
Prospective applicants may visit the authority's office during office hours prior to Bid Due Date (BDD).

From the following office.

Address

1. Office of the **General Manager (Administration), Bhubaneswar Smart City Limited, (BSCL)**, 5th Floor, Block-I, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar.

8. COMMUNICATIONS.

All communications may be shared with the Official Mail ID of Bhubaneswar Smart City Limited bbsr.bscl@gmail.com. Bidders are encouraged to visit office resolve all queries in the pre-bid meeting or in person in the office of the BSCL.

9. This RFP includes following sections:

- a) Letter of Invitation[**Section–1**]
 - b) Instructions to the Bidder[**Section–2**]
 - c) Terms of Reference[**Section–3**]
 - d) Technical Proposal Submission Forms[**Section–4**]
 - e) Financial Proposal Submission Forms[**Section– 5**]
 - f) Bid Submission Checklist[**Section– 6**]
 - g) Standard Form of Contract[**Section– 7**]
 - h) **General conditions of contract [Section – 8]**
10. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Employer’s knowledge, the Employer holds no responsibility for accuracy of information, and it is the responsibility of the Bidder to check the validity of information /data included in this RFP. The Employer reserves the right to accept or reject any or all Proposals, or cancel the entire selection process at any stage, without assigning any reason thereof.

11. **Adherence to all of the terms and conditions stipulated by the AFD, MoHUA and the Apex Committee under the CITIIS Programme:** Consultants are encouraged to gather knowledge of the CITIIS Maturation Phase and its mandatory environmental and social safeguard documents. Consultants agree to ensure Strict Adherence to the terms and conditions of the CITIIS Tripartite Agreement, CITIIS Environmental and Social Management Plan, CITIIS Communication and Outreach Plan and the CITIIS Monitoring and Evaluation Plan documents in all aspects relevant and applicable for implementing the Restoring Blueways Project under CITIIS Programme. The Consultant agrees that the proposals drafted and submitted would be implemented under the framework of the CITIIS Programme as detailed in Appendices F, G, H, I and J.

SECTION 2.
INSTRUCTIONS TO BIDDERS.

SECTION 2.

INSTRUCTIONS TO BIDDERS.

1. Qualification Criteria:

Before evaluation of the Technical Proposals, each Bidder will be assessed based on the following Qualification Criteria. The Bidder is required to produce the copies of the required supportive documents/information as part of their Technical Proposal failing which the Proposals will be rejected.

2. Please note: Consortiums / Joint Ventures are not allowed. In case, any Proposal is received from Consortium/ Joint Venture, the same shall be rejected.
3. The consultant should have his own office at Bhubaneswar or has to establish one office at Bhubaneswar for performance of the job. The accommodation for office and deployed personnel including transportation charges for carrying out the job shall be responsibility of the Consultant and department will not bear any cost for this purpose.

Sl No	Technical qualification	Supportive Documents
1	The Applicant must either be a company incorporated under the Companies Act 2013 / erstwhile 1956 or a limited liability partnership firm registered under relevant law or a partnership firm registered under relevant law/Proprietary firm.	<ul style="list-style-type: none"> • Certificate of Incorporation / Partnership Deed • PAN, GST registration certificate
2	The average financial turnover must be at least INR 25 Crores from consulting / advisory business only during the last 3 financial years ending 31st March 2021.	<ul style="list-style-type: none"> • Financial Details of the Bidder (TECH - 3) certified by Statutory Auditor. • Copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the Chartered Accountant
3	The Bidder should have the experience of Successfully completed at least one DPR for preparation of related to similar projects / Smart City development / SEZ / Industrial Parks / with allied physical and social infrastructure multi storied Building/facilities with aggregated total sum value of the projects not less than Rs. 100 crores in last 10 years in any government agency in India/private organisation during the last 10	<ul style="list-style-type: none"> • TECH - 5, • Copy of Work Order/ Purchase Order/ Completion Certificate/ Client testimonial

	(Ten) years.	
4	The Bidder should have the experience of Successfully completed at least one Project Management consultancy and supervision during construction of similar projects/ Industrial Parks/ Construction of Water reservoir project/ Infrastructure development of Building project/ Construction/widening and strengthening of Road project having total value of project not less than Rs.100 crores in last 10 years	
5	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the Bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Employer.	Affidavit from the Bidder as per the format (TECH - 6)
6	The Bidders shall submit a Power of Attorney in favour of the Bidder's authorized representative	Copy of Power of attorney. (TECH - 4).

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

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

1. Filled in Bid Submission Check List in Original (**Annexure-I**)
2. Bid Processing Fee & Bid Securing Declaration Form (Tech-11)
3. Covering letter (TECH- 1) on Bidder's letter head requesting to participate in the selection process.
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. Relevant Past Experience of Bidder (TECH-5)
7. Affidavit regarding Conflict of Interest (TECH - 6)
8. Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Employer (TECH - 7)
9. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
10. CV of Key Personnel as per TOR (TECH - 9)
11. Proposed Work Plan to carry out the assignment (TECH - 10)
12. 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

13. Declaration of No involvement in any legal conflicts or any pending legal issues with the Employer / tender inviting authority during last 3 years. (On the letterhead of the Bidder)

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

5. Bid Processing Fee:

The Bidder must furnish as part of Technical Proposal, the required bid processing fee amounting to **Rs.11800/- (Rupees Eleven Thousand eight hundred only)** through a Demand Draft drawn from any scheduled bank in favour of the Bhubaneswar Smart City Limited, payable at Bhubaneswar, as off-line mode of transaction as prescribed in the RFP failing which the bid will be rejected.

6. Earnest Money Deposit:

The Bidders are exempted from paying EMD. It is mandatory for all Bidders to fill up and submit the **Bid Securing Declaration Form (Tech-11)**. 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 in-effective, 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).

7. Validity of the Proposal:

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

8. Pre –Proposal Queries/ Pre-Proposal Meeting:

Bidders are allowed to submit their queries in respect of the RFP and other details if any to Authority through e-mail at bbsr.bscl@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded on the Tender Section of the Bhubaneswar Smart City Official Website i.e.

9. Preparation and Submission of Proposal:

- (i) Consultants are requested to submit technical and financial proposal as per the attached formats **ONLY**. **The proposals, which are not submitted in the required format, are liable to be rejected by BSCL**
- (ii) The requirements of Technical and Financial Proposals are described in Section 2 of this document. Bidders are requested to go through the RFP document carefully before preparing and submitting their proposal.
- (iii) The Consultants may be disqualified, if complete information sought in the RFP is not provided.
- (iv) Any proposals containing vague and indefinite expressions will not be considered.

9.1 Submission of Proposal

- (i) The Consultants should submit their bid in a-sealed cover as follows:

Three separate sealed envelopes should be prepared with contents/documents as described below:

- (A) Envelope No. 1 Marked Technical Proposal (Cover-I)" **selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme.** " at the top of the envelope) should contain all the detail sought by BSCL as per Section 4. The Proposal must also contain a covering letter duly signed by the authorised person, Bid Processing Fees and Bid Security declaration form;
- (B) Envelope No 2 Marked "Financial Proposal (Cover-II)" **" Selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme.** " at the top of the envelope) should contain the Financial proposal as per section 5 and prescribed format.

All these covered shall be placed in an outer sealed cover marked as **"Selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme."**

- i. The consultants are not required to write their name on the outer cover, otherwise the bid is liable for rejection.
- (ii) The Bidders are advised in their own interest to ensure that completed Proposal reaches the office of BSCL at the address mentioned well before the Bid Due Date
- (iii) Proposals should be submitted through Speed post/ Registered Post / Courier only. Proposals submitted through hand delivery shall not be accepted and summarily rejected.
- (iv) Proposals submitted through Telex / Telegraphic / Fax / email will not be considered and summarily rejected.
- (v) BSCL will not be responsible for loss of Proposal or for delay in transit.
- (vi) Both the proposals shall be submitted in prescribed Performa along with other documents and placed in sealed cover addressed to:

**General Manager Bhubaneswar Smart City Limited, 5th floor Bhawani Mall, Saheed Nagar
(Bhubaneswar -, Odisha**
- (vii) The last date for submission of the proposal is by **15:00 Hrs by 20.06.2022 (Bid Due Date)**.

9.2 Late Proposals

Proposals received after the Bid Due Date shall not be considered and shall be summarily rejected.

9.3 Proposal Validity Period

The proposals shall be valid for acceptance by BSCL for a period of One Hundred twenty (120) days from the Bid Due Date.

9.4. Treatment of Single Proposal

In the case that the BSCL receives only one proposal (Single Proposal) for the project, it is at the discretion of the BSCL to accept it or reject it after evaluation of the same as per the evaluation process specified in this document and negotiation with the Bidder if required.

9.5 Opening of Bid: The Technical Proposal (Cover-I) will be opened by the General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar, in his office at **15:30Hours on Dt. 20.06.2022** in presence of the bidders or their authorized representatives who wish to attend. The Financial Proposal (Cover-II) of the technically qualifying bidders will be opened in a separate day on intimation to the qualified bidders.

Any deviation from the prescribed procedures/information/formats/conditions shall result in out-right rejection of the Proposal. All the pages of the Proposal have to be sealed and

signed by the authorized representative of the Bidder. Bids with any conditional offer shall be out rightly 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.

10. Opening of the Proposal:

- (i) Completed Proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) The Technical Proposal (Cover-I) will be opened by the General Manager (Administration), Bhubaneswar Smart City Limited in his office at **15:30Hours on Dt. 20.06.2022** in presence of the bidders or their authorized representatives who wish to attend. The Financial Proposal (Cover-II) of the technically qualifying bidders will be opened in a separate day on intimation to the qualified bidders.
- (iii) 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.

11. Evaluation of Technical Proposal:

A two-step evaluation process will be conducted for Technical Proposal as explained below for evaluation of the Proposals:

A. Preliminary Evaluation (1st Stage):Prequalification evaluation of the Proposals will be done to determine whether the Proposal comply with the prescribed eligibility condition (*pre-qualification criteria as mentioned in Sl. 1, Section-2*) and the requisite documents / information have been properly furnished by the Bidder or not. Submission of following documents/information will be verified:

- a) Filled in Bid Submission Check List in Original (Annexure-I)
- b) Bid Processing Fee & Bid Securing Declaration Form (Tech-11)
- c) Covering letter (TECH– 1) on Bidder's letterhead requesting to participate in the selection process.
- d) General Details of the Bidder (TECH – 2)
- e) Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the Bidder.
- f) Relevant Past Experience of Bidder (TECH 5)
- g) Affidavit regarding Conflict of Interest (TECH - 6)
- h) Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Employer (TECH - 7)
- i) Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- j) CV of Key Personnel as per TOR (TECH - 9)
- k) Proposed Work Plan to carry out the assignment (TECH - 10)
- l) 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
- m) Declaration of No involvement in any legal conflicts or any pending legal issues with the Employer during

last 3 years. (on the letterhead of the Bidder)

- n) All the pages of the Proposal and enclosures / attachments are signed by the authorized representative of the Bidder.

****Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Employer.***

Technical Evaluation (2nd Stage): Technical Evaluation will be done only for those applicants who clear the requirements set in the 'Pre-Qualification Criteria'. The Technical eligibility of the Bidder shall be assessed based on the following criteria:

SI No	Evaluation Criteria	Max.Marks
1	Specific Experience of the consultant relevant to the assignment	30
1.1	The average financial turnover must be at least INR 25 Crores from consulting / advisory business only during the last 3 financial years ending 31 st March 2021. For Turnover of INR 25 Crores to 40 Crores – 05 Marks For Turnover of more than INR 40 crores to 50 crores – 8 Marks For Turnover above INR 50 Crores & More - 10 Marks	10
1.2	Past relevant experience in Master Planning and Detailed Engineering related to similar projects / Smart City development / SEZ / Industrial Parks / with allied physical and social infrastructure facilities with aggregated total sum value of the projects not less than Rs. 100 crores in last 10 years. any government agency in India/private organisation during the last 10 (Ten) years.	10
1.3	The Bidder should have the experience of Successfully completed at least one Project Management consultancy and supervision during construction of similar projects/ Construction of Reservoir and water supply system/ related reservoir project/ Industrial Parks/ Infrastructure development of Building project/ Construction/widening and strengthening of Road project having total value of project not less than Rs.50 crores in last 10 years	10
2	Evaluation of Key Personnel	30
2.1	Team Leader cum Project Monitoring Expert	10
2.1	Sr. Contract Expert.	5
2.3	Sr. Architecture.	4
2.4	Infrastructure Planner	4

2.5	Horticulturist	2
2.6	Environment Specialist	3
2.7	Structural Engineer.	2
3	Technical Presentation - Adequacy of the proposed 'Approach & Methodology' and 'Work Plan' in response to the TOR	40

(i). Evaluation criteria for Key Personnel is as follows:

Educational Qualification	--	30%
Minimum Total Experience	--	40%
Relevant Sector Experience	--	30%

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

12. **Evaluation Process:**

Technical Scoring:

The Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**.

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

S_t = 100 x T/T_h, in which "**S_t**" is the Technical Score, "**T_h**" is the highest Technical Score given, and "**T**" is the Technical Score of the Proposal under consideration.

Financial Scoring:

The financial Proposals of the Bidders qualifying the technical evaluation only shall be opened at this stage in the presence of the Bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the Bidder along with the quoted financial price will be announced during the meeting.

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

$S_f = 100 \times F_m / F$, in which " S_f " is the financial score, " F_m " is the lowest price, and " F " the price of the Proposal under consideration.

Combined Scoring:

Proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T_w = the weight given to the Technical Proposal (0.8); P_w = the weight given to the Financial Proposal (0.2); $T + P = 1$) as following:

$$S = S_t \times T_w + S_f \times P_w$$

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

13. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a Proposal for award of contract, qualified Bidder shall have to furnish a Performance Bank Guarantee amounting to **3 (three) %** of the contract value from a scheduled commercial bank payable at Bhubaneswar in favour of **General Manager (Administration), Bhubaneswar Smart City Limited**, Bhubaneswar, 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.

14. 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.

15. Award of Contract:

After completion of the contract negotiation stage, the Employer will notify the successful Bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other Bidders about the result of the selection process. The successful Bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 12 months from the date of effectiveness of the contract and will be extended on mutual consent.

16. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled Bidder;
- (ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Employer directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The Bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Employer as this would amount to their disqualification and breach of contract.

17. Disclosure:

- (i). Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a. Criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;

- b. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- c. Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

18. Anti-corruption Measure:

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

19. Language of Proposals:

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

20. Cost of Bidding:

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

21. Legal Jurisdiction:

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

22. 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 selected Bidder liable for liquidated damages and thereafter the Employer holds the option for cancellation of the contract for pending activities and complete the same from any other Agency. The Employer may deduct such sum from any money from their hands due or become due to the selected Bidder. The payment or deduction of such

sums shall not relieve the selected Bidder from his obligations and liabilities under the contract. The rights and obligations of the Employer and the Bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha.

Failure on selected Bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ **0.1% per week of subject to maximum of 5% of the total contract value for Preparation of DPR**. The amount will be deducted from the subsequent payment. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the selected Bidder shall be final. In such situations, the selected Bidder will be debarred from participation in future bids of this department for next three years from the date of this occurrence and notifications. In case of unapproved leaves for any resource deployed by the selected Bidder, 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 Employer.

23. Confidentiality:

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to any of the Bidders who have 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 Bidder of confidential information related to the process may result in rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Employer, the selected Bidder / Consultant or any of its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of this contract.

24. Amendment of the RFP Document:

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

25. Employer's right to accept any Proposal and to reject any or all Proposal(s):

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

26. Copyright, Patents and Other Proprietary Rights:

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

27. Replacement of Key Personnel:

The key professionals to be deployed under this contract must be dedicated in nature. However, the Employer reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Seven (7) days for review and approval. The Consultant must replace the personnel within thirty (30) calendar days from the date of approval of replacement. The existing personnel shall continue to be deployed and function as required until such replacement is made available. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Employer at least fourteen (14) days in advance. In notifying the Employer, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the Employer shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Allowable change limit for key professional is once (1) for the entire project duration of 12 months. Reasons for change in key professionals for reasons beyond the control of the agency are separate and are included in the agreement (General Conditions of Contract).

In case of change of key professional, the selected Bidder shall ensure to provide replacements of same or better qualification and experience subject to approval of Employer. Also, such replacements should be approved by Employer to ensure similar qualification and experience.

Each of the resources proposed by the selected Bidder in the Technical Proposal shall be duly interviewed by Employer before deployment. If found not suitable by Employer, the selected Bidder shall propose relevant resources for replacement.

28. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force

Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

29. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

30. Disqualification of Proposal:

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

- a. Proposal submitted without Bid Processing Fee& Bid Securing Declaration
- b. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- c. During validity of the Proposal, or its extended period, if any, the Bidder increases his quoted prices
- d. Proposal is received in incomplete form
- e. Proposal is received after due date and time for submission of bid
- f. Proposal is not accompanied by all the requisite documents/information
- g. Proposal is submitted with assumptions, conditions or uncertainty.
- h. Proposal with any conditional technical and financial offer
- i. If the Bidder provides any assumptions in the financial Proposal or qualifies the commercial Proposal with its own conditions, such Proposals will be rejected even if the commercial value of such Proposals is the lowest/ best value
- j. Proposal is not properly sealed or signed
- k. Proposal is not conforming to the requirement of the scope of the work of the assignment.

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

31. Liability:

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

32. Indemnity:

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

SECTION: 3

TERMS OF REFERENCE (ToR)

SECTION: 3

TERMS OF REFERENCE (ToR)

INTRODUCTION

1. BACKGROUND

The B – active proposal was submitted by Bhubaneswar Smart City Limited (BCSL) under CITIIS challenge launched by Ministry of Housing and Urban Affairs (MoHUA), India, financed by the French development Agency (AFD) and the European Union (EU). The Challenge aim to foster Sustainable, Innovative and Participatory approaches to build projects within the Smart City mission. Based on the theme of Public open spaces, the intent of B – active is to scale the successful Pilot public open space projects implemented in the Area Based Development (ABD) to other neighborhoods in the city. The focus is laid on the 3 assets viz. Water, Parks, and open spaces and sports playground. Each component is further categorized as shapers, Enablers and activators. All the 15 project proposals are interwoven to create a comprehensive and sustainable ecosystem. For the end users, it will increase access to city's assets, and enhance users and visitor's participation in the activities and opportunities.

"Restoring Blueways" is one of the 15 projects identified in B-Active proposal. Improving the existing natural drainage corridors of Drain 10, to carry expected runoff of 2-year return period following the designs provided in the comprehensive drainage master plan and detail project report, which is already available for the city. Reclaiming the encroached land along the inundation extent of the natural drains and initiating process for acquiring additional land, wherever required, for the development of drainage system. This project seeks to protect the ecological and hydrological values of the urban landscape and to provide resilient measures to address climate change. As the threat from climate hazards rise, several global cities have altered their urban planning and design approaches to incorporate nature-driven solutions as a counter to conventional infrastructure practices by harnessing blue elements (e.g. lakes, wetlands, storm water drains and other water utilities).

A rich natural biodiversity with a dense network of natural water channels and fertile land have made the region habitable. A dense network of natural drains and waterbodies comprising of 10 major natural drainage channels of approximately 37.18 km. Out of these drains 5.8 km drain stretches of drain no. 10 passes through the project boundary from west to east. The 10 natural drains are kuccha drains and serve as primary drains carrying storm water from the city to the outfalls at Gangua Nala. From Gangua Nala, the water is conveyed in to the River Daya, creating dense hydrological network throughout the city. Bhubaneswar, under the Smart city mission, strengthening its city infrastructure keeping a pace with development works in and around the city. Although the city has adequate city level or community level open spaces it lacks in preserving the environmentally sensitive city areas such as natural retention areas, inundation areas along storm water drainage channels. There are 10 number of

major natural drains covering 62.6 km of area within BMC boundary comprised of 161 sq.km area.

Today, there is a need of holistic approach to understand the natural storm water drainage system of the city, as these natural systems are degrading over the years due to encroachments, lack of proper management of water resources, inadequate stormwater drainage system and over exploitation of natural resources within the city. The water quality of these drains has degraded due to illegal solid waste dumping and direct discharge of sewage these streams by the surrounding residents. The coliform count reported in the surface water sampling, from the Kuakhai and Daya River in most of the cases is above permissible limits. The encroachments on these drains has resulted in choking of drains due to which unprecedented urban flooding has been observed in past one decade. These natural systems are constantly under threat from human activities like construction, littering etc. Therefore, these natural systems need to be protected. By restoring the blueways the city aims for new strategies for managing urban flood risk, enhances the green city character and promotes economic subsistence in this developing city. Given the geography of Bhubaneswar, the urbanization strategy is based on the network of existing natural systems connected spatially and socially with the public places. It also aims to propose suitable infrastructure like retention and detention zones, biodiversity hotspots which act as carbon sink and natural restoration zones etc to complement the existing built infrastructure for improved utilization and disaster proof sustainable city functioning. Aligning with the CITIIS Strategic Plan, which is built on 5 strategic pillars, water assets is being considered as an important resource and revitalization of water ways and reclaiming public spaces are key focus areas. Therefore, pertinent strategic intervention, which is being undertaken in a phased manner, through restoration of waterways and turning them into dynamic and appealing public spaces which would help in establishing a certain balance between the stiffness of the built environment and the fluidity of water, to ascertain a sustainable long-term development of the city.

The parent agency for overall B-Active proposal is Bhubaneswar Smart City Limited and part portion of Restoring Blueways dealing with Natural Drainage Channel No. 10 is proposed to be implemented by Bhubaneswar Smart City Limited.

Thus, through this Terms of Reference, the Authority is in process of identifying suitable agency for undertaking restoration of Drain and development of the immediate surrounding on engineering, procurement and construction (EPC) basis. The broad scope of work for the selected agency shall include but not be limited to preparation of module design development for nature based water treatment system and preparation of detailed design preparation and good for construction drawing preparation, construction and maintenance of drain 10, implementation of civil and landscape works, machinery & material procurement and providing maintenance assistance for three years after completion of work. The proposed design for the project intends to achieve a consistent, singular design aesthetic language for overall site while adopting context based natural water cleansing. The selected agency is required to adhere to the same and ensure that no deviations unless specified by the Authority shall arise in the

project. The details for above mentioned are provided in this document such as scope of work, selection criteria, payment schedule etc.

In pursuance of the above BSCL has decided to carry out the process for Selection of reputed Consultant for "Preparation of detailed project report and supervision for "Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar". The Technical Consultant shall prepare the Detailed Project Report in accordance with the Terms of Reference (the "TOR")..

The Consultant and each member of its design team shall become familiar with and knowledgeable about the extent of the scope of work and various requirements as described in the RFP. The scope of work includes development and landscaping of Smart Parks as per the specifications and drawings provided in this document.

DESIGN BRIEF

Below mentioned are the key design considerations adhered to by the Authority and are provided for better understanding of the project for interested agencies.

The project includes development of waterway linings and rejuvenation of natural Natural Drainage Channel No. 10 flowing from Western part of the city to eastern. This project concept emerged as a result of on ground observations and challenges faced during the urban flooding in Bhubaneswar in June 2018 and its devastating impact on human life which left majority of the areas especially at the downstream flooded. Therefore, to ensure a sustainable Blueways system, the proposed intervention considers the underlying geology, hydrology and ecology to provide for a stream in equilibrium with its floodplain and catchment.

The goal of this work is to move towards a more comprehensive understanding of underlying concepts contributing to the effective implementation of blue ways restoration plan.

- Facilitate a strategic approach for the implementation throughout the planning life cycle, from developing a vision through effective construction, management and operation.
- Identification of a range of relevant target groups and key stakeholders since many local factors, different disciplines and responsibilities to be considered when planning, financing, constructing and maintaining the planning process.
- Present a set of customized recommendations to create activity magnets for public tailored (w.r.t. the context) to each of the specific areas of interest.
- Increase social interaction & cohesion by making the intervention areas safer and more accessible.
- Provide nature-based sustainable solutions to maintain the water volume round the year, eco-sensitivity of natural areas, preserved or otherwise.

In total the BMC area boundary consists of 67 wards. Among these wards 9, 10, 13, 25, 28, 31, 32,

38, 41, 42, 43, 48, 58, 60 have areas with high priority which require immediate attention. Also, the eco sensitive areas under high development zones require special guidelines in order to conserve them. Other ecological significance as urban forests, natural drains, swamps and wet lands, storm water retention ponds, lakes, open spaces and green areas shall also be included in the scope to be dealt with. These wards also lack programmatic distribution of open spaces and natural habitat areas.

The main objective of the projects identified under the Water asset is to rejuvenate natural streams and to create dynamic public space which would connect water and city through placemaking intervention to provide active public spaces, integrating with natural environment. Restoring natural conditions of drain brings considerable benefits for people and the environment, from improving wellbeing by creating attractive landscapes to ensuring a healthy, thriving ecosystem. Therefore, the project was intended to concurrently:

- Restore meandering and natural dynamics
- Improve conditions for flora and fauna
- Ensure high water quality of drain system
- Improve the basis for outdoor leisure

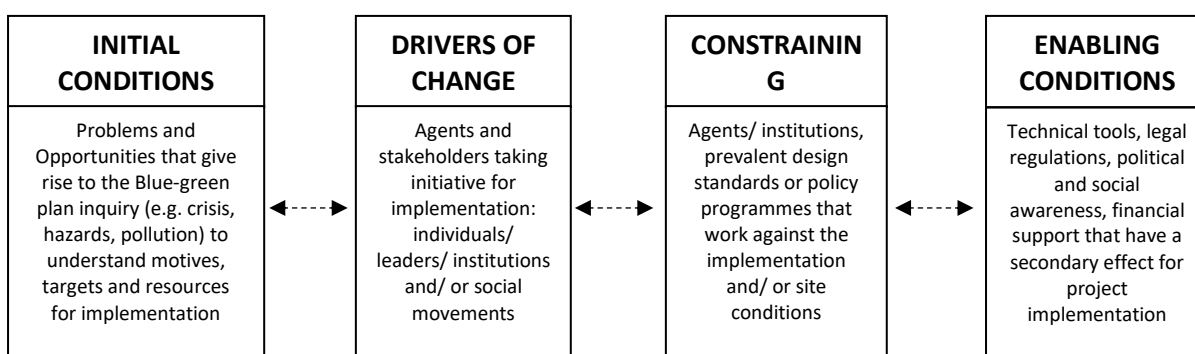
1. IDEATION : This project is focused on strengthening environmental urban infrastructures that include the hydrological features (mainly ponds and tanks) within city limits. It is referred as part of “Blue-Green infrastructure”. The use of the term “infrastructure” is a recognition that the natural processes contribute functional services to the well-being of city. So, this needs to be developed as a natural extension of the sustainable initiatives which depend on water and also affect local hydrology.

2.PROGRAMME:The development draws from principles of hydrology and ecology to design urban features that combine blue and green elements for the creation of interactive social platform as well as ecologically significant spots. Such interventions needs a functional and systematic programming.

3. RESILIENCY:The functional requirements of these systems are to capture, filter, slow down, and where possible infiltrate and store rain and stormwater. This system alters the local water cycle in a systemic way that benefits health and city-biodiversity, while improving local water security and water supply. These are adaptable systems and can be efficient on a variety of different scales, depending on attributes of the local urban context, such as available space, topography, and micro-climate.

4. INTEGRATION: Cleansing biotopes/rain gardens, retention and detention swales, infiltration systems and others, which may be connected to other water catchment areas; each element fulfills and contributes to rainwater and stormwater treatment but can also be considered as an ecological stepping-stone by itself, enhancing connectivity, which is fundamental to the ecological management and maintenance of floodplains. These connected modules are often called “treatment trains”. The integration of such blue and green infrastructure services results in a multi-functional design with various socio-economic and socio-ecological benefits.

IMPLEMENTATION PROCESS MODEL



Presently, the technical information and recommendations provided in the report have been utilized for understanding and assessing the drainage catchment characteristics of the Drain 10. Some of the highlights of the report are:

1. The city is divided into 10 catchment areas for 10 major existing natural drains.
2. The project is proposed to be developed for approximate length of **1.7 KM** on Drain-10 and belongs to catchment-X.
3. Rainfall analysis carried out considering past three-decade meteorological data.
4. The design rainfall intensity for 2-year return period and 2-hour storm event is 28.88mm/hr.
5. The rainfall intensity for 5-year return period and 2-hour storm event is 36.15mm/hr.
6. Computation of runoff is based on Time of concentration and Rational method.

The Drain-10 Ultimately discharges in to Gangua Nala, detail is shown in below table.

Drain no. and name	Starting point	Outfall Point	Total Length in km	Length in project area in km	Average discharge in MLD
Drain no. 10: BDA City Centre Drain	Nayapalli Pond	GanguaNalla	5.48	1.7	12.3

Table 1: Details of Drain 10

As per observation, the drain is wide with a minimal flow rate and solid waste dumped in it. Partial silt and heavy sludge were observed in the drain. No walls or liners are observed for drains. The important areas located within the Catchment are namely, Nayapalli, Madhusudan Nagar, Powerhouse square, Bhouma Nagar, Satya Nagar, Gopabandhu Nagar, Kharvela Nagar, Bhoi Nagar, etc.,

EXISTING SITE CONDITIONS

Project Location

Drain 10

This drain starts from Nayapalli pond and gets disposed of in GanguaNala like other natural drains. Total length of this drain is 5.48 km. **Out of which the length of project intervention area is 1.70 km only starting from Bidyut Marg Area up till Janpath Area.**

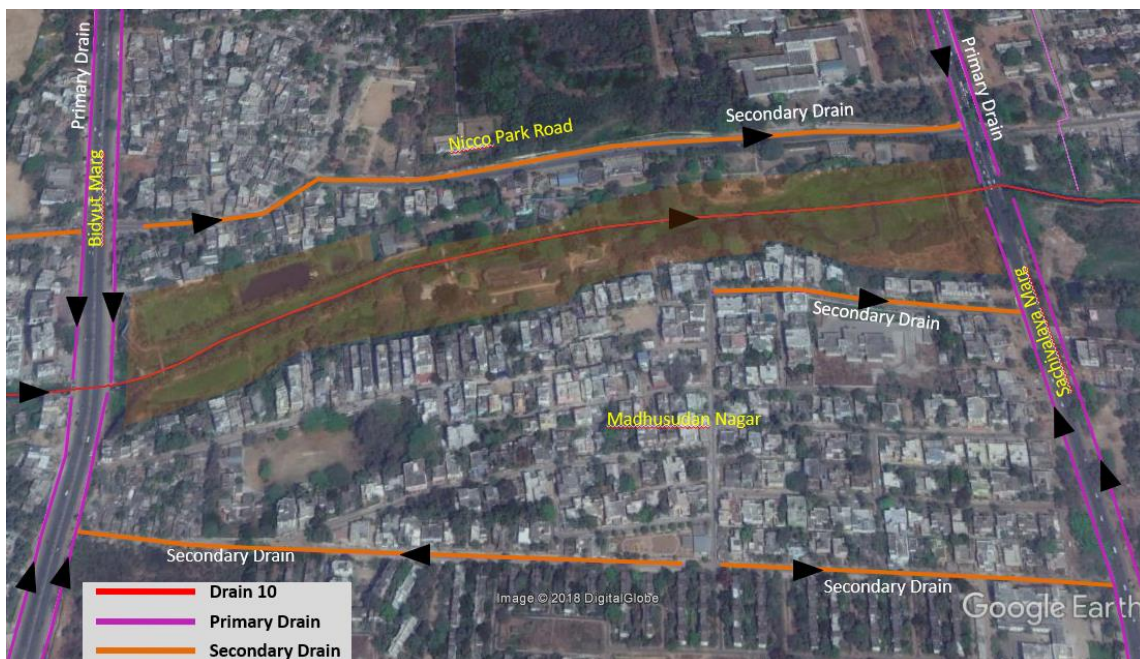


Figure 1: Lake Zone Details

Out of the total drain 10 lake zone 1 and 2 are in the CITIIS project area.

A. Origin and discharge of the drain: Nayapalli Pond to Gangua Nalla

The drain originates at Nayapalli pond and flows to south east up to Gangua nalla. The existing section of the drain is open and unlined drainage channel width varies from 8m to 12m with approximately 0.5m depth of flow. At many locations the channel is covered with vegetation and garbage/debris obstructing the natural flow. The Length of Drain 10 (between Nayapalli Pond and Gangua Nalla) is 5.48 Km



Contributing Catchment Area: 8.57 Sq.km.

Lake zone 1: between Bidyut Marg to Sachivalaya Marg

Lake zone 1 of drain 10, extending between Bidyut Marg to Sachivalaya Marg, receives discharge from abutting properties and from primary drains below Bidyut marg. Secondary drains along BDA City Centre road and Madhusudan Nagar are intercepting flows entering BDA City Centre. Length of Drain 10 between Nayapalli Pond and Sachivalaya Road 0.85Km.



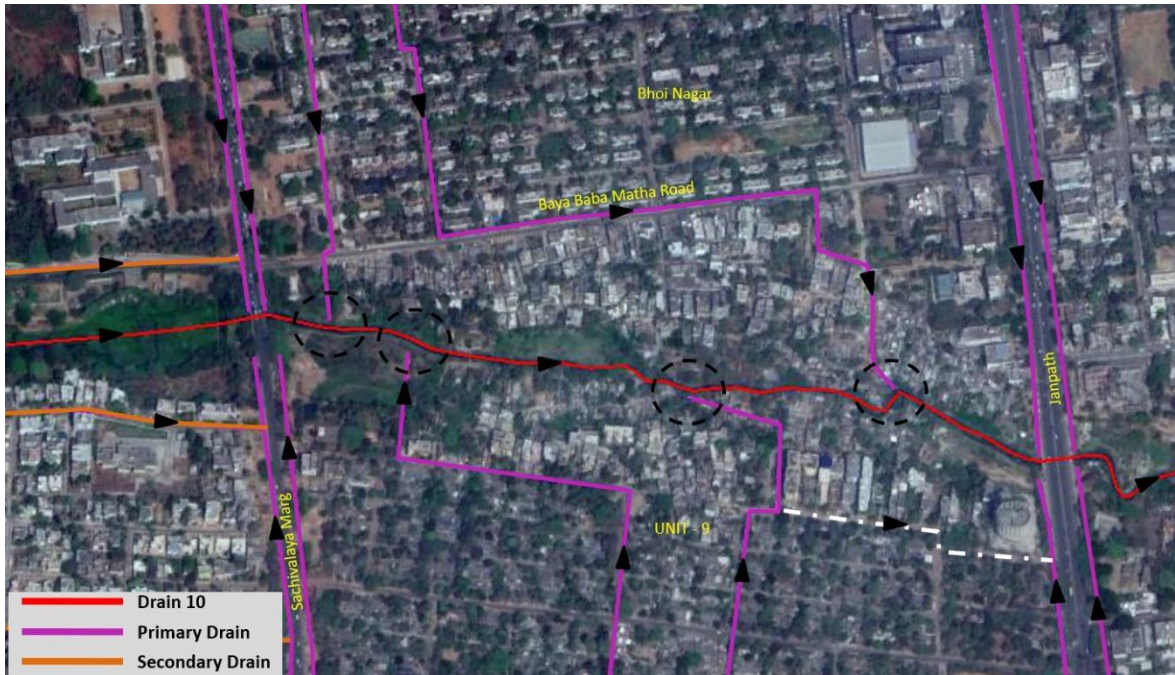
Figure 2: Lake Zone 2 - BDA CITY CENTRE



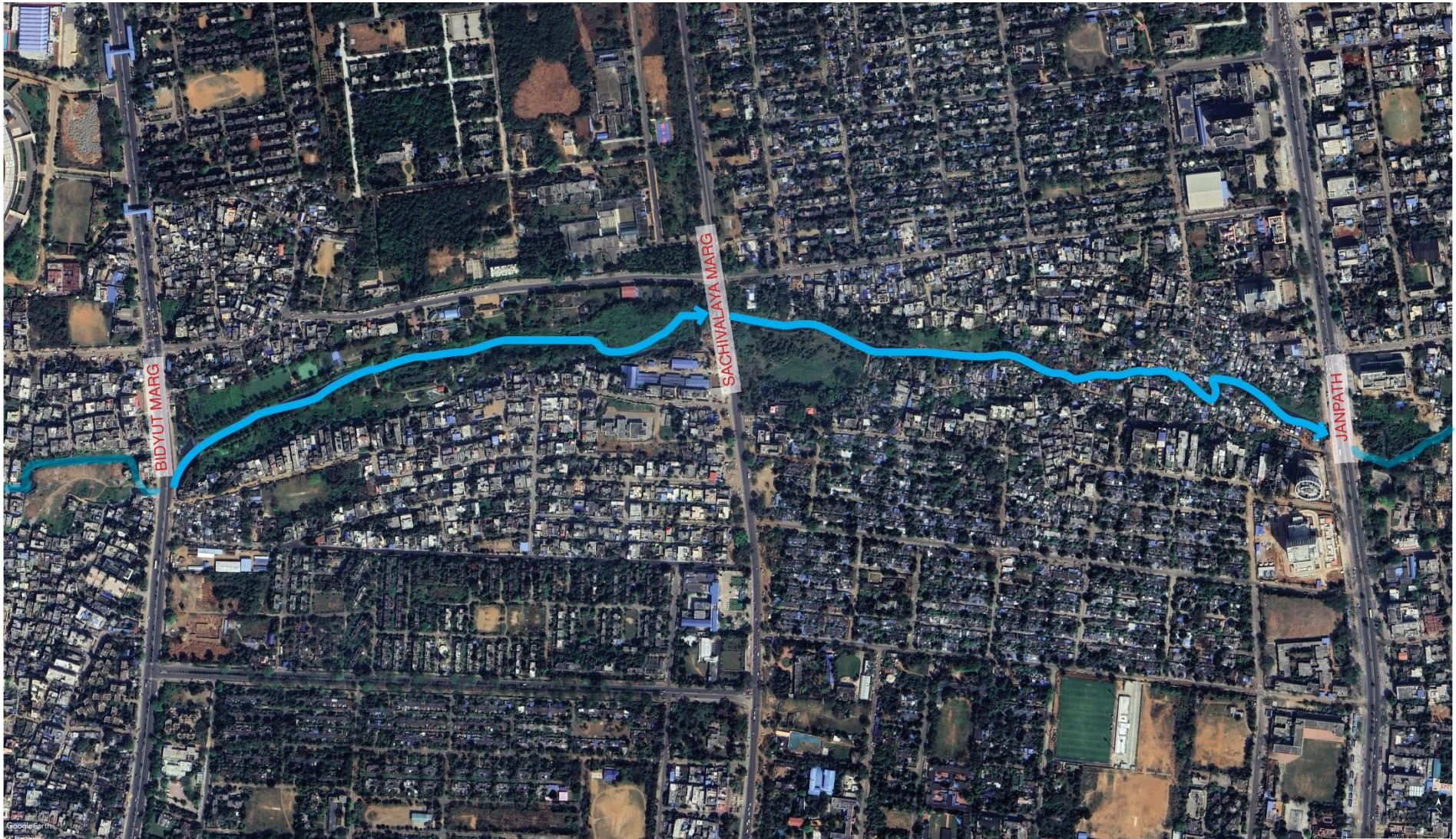
Figure 3: Existing Site Condition of BDA City Centre

B. Lake zone 2: between Sachivalaya Marg to Janpath

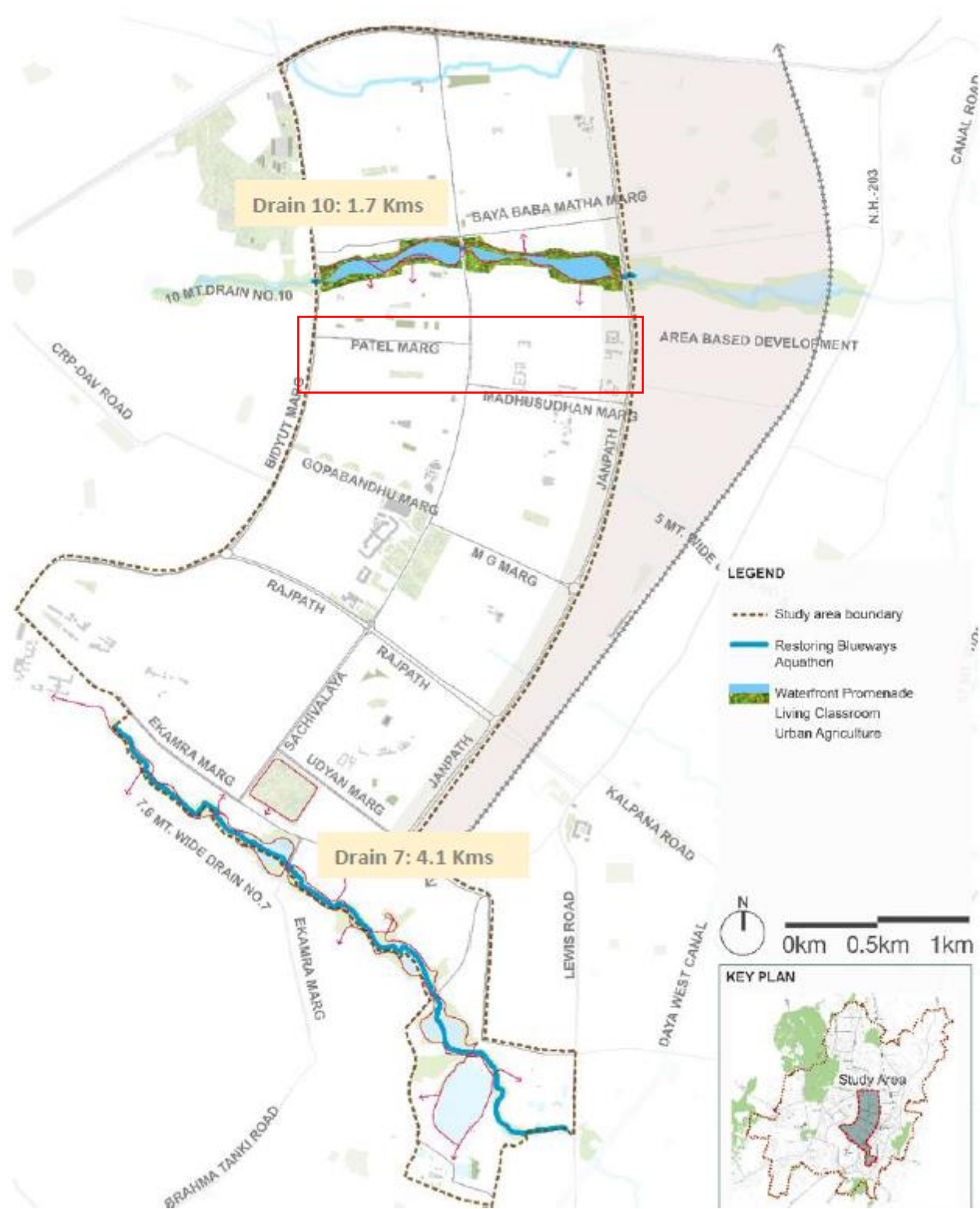
Lake Zone 2 receives discharge from the primary drain on the upstream above Sachivalaya Marg of drain 10. This stretch of Natural Drainage Channel No. 10 has residential properties developed on both the edges as close as 1 m to the drain water line. Discharge of sewage and drainage from the properties is directly merged into the main drain channel. Intercepting drains have been proposed on the periphery of Drain 10.



Project intervention area



Map showing spatial location of project intervention area



ORK DESCRIPTION

1. **Adherence to all of the terms and conditions stipulated by the AFD, MoHUA and the Apex Committee under the CITIIS Programme:** Consultants are encouraged to gather knowledge of the CITIIS Maturation Phase and its mandatory environmental and social safeguard documents. Consultants agree to ensure Strict Adherence to the terms and conditions of the CITIIS Tripartite Agreement, CITIIS Environmental and Social Management Plan, CITIIS Communication and Outreach Plan and the CITIIS Monitoring and Evaluation Plan documents in all aspects relevant and applicable for implementing the Restoring Blueways Project under CITIIS Programme. The Consultant agrees that the proposals drafted and submitted would be implemented under the framework of the CITIIS Programme as detailed in Appendices F, G, H, I and J.
2. The Consultant shall coordinate with the Authority, for preparation of comprehensive analysis of the existing condition, policies and/ or regulations. Clarity on initial conditions and context of the project to identify the crisis, hazards or any other issues and to understand motives, targets and resources for implementation.
3. The Consultant shall coordinate with the authorities, for preparation of comprehensive set of safe and constructible waste water treatment system & surrounding development plans for proposed development area, specifications for the construction, BOQs, and shall arrange joint meetings to finalize the same with relevant authorities and expert agency. The agency shall incorporate all Child Friendly Public Space design guidelines for developing the details for edges of the water body and shall also be responsible for development of all details for any feature or function that is not covered by applicable standards.
4. The Consultant shall carry out the analysis and study of administrative, social and environmental parameters in and around the selected site to strategize the intervention within existing fabric which is intended to reinstate the water regime of the area under influence.
5. The design and construction of this project is to be achieved in the shortest time period, at the most economical cost, and with minimal disruption to surrounding neighborhoods' daily operations and minimal inconvenience to resident and other vulnerable communities.
6. Preparation of a conceptual master plan for the proposed restoration work showing phasing and integration opportunities, detail design development and planning of the phasing for implementation, preparation of good for construction drawings, documentation of overall development process and visual documentation of onsite development shall be conducted by the consultant. Enabling conditions and supporting features like technical tools, legal regulations and compliance to local Authority regulations shall be considered and complied to by the consultant along with the terms and conditions provided by AFD regarding social and environmental risk management and mitigation.

7. The Consultant is required to satisfy all regulations and other stipulations. If required, the consultant shall assist the employer on obtaining any and all approvals from all the authorities for development of the parks and its amenities
8. Whether or not it is expressly stated, the consultant shall be responsible for the performance of any work that is either incidental to, or a prerequisite for, any of the tasks or services identified herein. Furthermore, the consultant shall be responsible for performing tasks and services that may not be specifically identified herein but are clearly included in the intent of this section. Wherever in this section a task is described, without specifically stating who is responsible for performing said task, it shall be implicit that the responsibility for the completion of the work is that of the Construction Agency. Sub-agencies may perform portions of the work subject to the conditions of this Contract with review and supervision by the consultant.
9. The Consultant shall undertake verification of ground reality prior to execution of work. Reference benchmark will be shown at site and level value of the same will be provided to the construction agency by the EIC for carrying out topographical survey. The consultant shall furnish updated map and level information. The revised drawings shall be used for implementation of the task.
- 10.** Client will provide all the available information, studies, reports, and documents relevant to the hospital building design and development to the consultant. Client will also appoint an authorized representative to help the consultant's team to organize discussions and meeting with the related stakeholders for the purpose of development of the DPR and coordinate with concerned authorities to provide access to the consultant's team the construction site and available information.
- 11. The selected consultant may be awarded with upcoming projects of similar nature/ various Infrastructure projects at the agreed approved rates, for preparation of DPR and supervision during construction as directed by the Engineer.**

12. Tasks

Task 1: Undertaking existing condition documentation

Consultants are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

The Consultant shall study the site plan provided by the experts and the Authority and shall undertake documentation of existing conditions of all the sites in given format **(as per Annexure I)** before initiating preparation of detailed working drawings. The documentation shall be pictorial/ graphical and data driven and shall be submitted to the Authority. The documentation shall include but not limited to following tasks.

1. Verification of **silt level through dual frequency echo sounder and bathymetric survey** including all existing features, drain levels (surface and invert), existing defunct water treatment system features, sewage chambers/ manholes, bunds and any other permanent manmade or natural feature in drain and any other as instructed by engineer in-charge (EIC).
2. Photo documentation of all the existing elements in the drain area as mentioned above. Photo documentation of drain in and out points, both edges of the drain, access points for water from the external road and existing park, crossover bridges etc.
3. Identification of all the point sources of discharge such as outlets from the adjacent properties, solid waste inflow, water quality test, soil quality and composition test.
4. Identification of encroachment in the site if any and clear working space and any other concerns as instructed by engineer in-charge (EIC).
5. Testing of water quality in terms of COD (Chemical oxygen demand) and BOD (Biological oxygen demand) at different points spread along upstream and downstream flow.

Deliverables

Report comprising of **verified dual frequency echo sounder and bathymetric survey**, site inventory, photo documentation of all the existing elements in the drain basin area as mentioned above.

- Report comprising of all the point sources of discharge such as outlets from the adjacent properties, solid waste inflow, water quality test, soil quality and composition test.
- Report Identifying encroachment in the site if any and clear working space and any other concerns.
- Test Report of water quality in terms of COD (Chemical oxygen demand) and BOD (Biological oxygen demand) at different points spread along upstream and downstream flow.

Task 2: Benchmark studies of best practices

The case studies are the foundation of the research work required to understand the methodology and implementation process for individual projects and cities. While selecting the appropriate examples cases with similar scale and development proposals shall be given priority. The case studies shall include examples from

- a. Bhubaneswar city- already implemented or on going works, highlighting the context of the projects, brief and methods envisaged/ followed for restoration
- b. Cases from other cities in Odisha – successfully implemented by the stakeholders; salient features suitable to adapt for the current project
- c. Cases from other Indian cities – Implemented or conceptualized project highlighting the methodology, agencies involved to understand project flow and implementation matrix.
- d. Cases from Global practice- focusing on the context, methodology and learnings.
- e. Numerous interviews with different stakeholders such as government officials, developers, planners, and construction and construction companies.

Deliverable:

- Comprehensive Report For each case study, positive and negative lessons shall be identified under stipulated parameters and an attempt shall be made to generalize these lessons as good practices by documenting those.

Task 3: Preparation of Detail design report and KPI setting

A detailed design report shall be prepared for the project.

Deliverables:

- a. Detail methodology of project conceptualization and implementation on site shall be furnished.
- b. Concept design of different treatment methods applicable to each of the sites and variety of water
 - i. Natural pond or pokhari,
 - iii. Man-made tanks,
 - iv. Artificial tanks
 - v. Heritage tanks or natural drains passing through the site features present there.
- c. Good for construction drawing details for water treatment.
- d. Operation and maintenance strategy plan for monitoring after execution.
- e. **Key Performance Index (KPI) setting** – A central data storage system for performance checking every year or in gap of six months as per requirement. BOD and COD data collected (mentioning the season and time of conduction of test) at various spots of flow of stream shall be weighed to permissible limit set by pollution control board or as per standard (details furnished in Annexure-3).

The following components are to be considered for setting up the KPI which are visible and mostly natural indicators than based on different physical and chemical testing.

1. Clogging of drains by solid waste (plastic etc.) and Tree litters
2. Flooding or rise of inundation in the areas of vicinity of drain
3. Unpleasant odour in the vicinity of the natural drain or water channel
4. Undesired growth of vector plants of many pests or insects
5. Benthic sedimentation
6. BOD value (biological oxygen demand)
7. Any contamination from point sources around the water channel
8. Any other suitable and required indicators.

Task 4: Preparation of implementation plan

A detailed schedule shall be prepared for implementation of waste water treatment plant and phytoremediation plant from issuance of LOA for total duration of 12 (twelve) months. It shall comprise of detailed phasing of activities, timelines, cost phasing, resource requirement in terms of manpower, material, machinery etc.

Approval for all the working drawings and BOQ prepared, shall be taken from Bhubaneswar Development Authority and the expert's team. Working drawings shall be prepared based on detailed

drawings, material specifications and requirement provided by the authorities in the form of DPR.

Deliverables

Task 4a: Implementation Plan Report

1. Implementation plan report shall be submitted by the agency to the Authority with following details:
 - a. Preparation of drawings, for, construction, fabrication & installation of screening chambers, gravel & sand filters, different water tanks such as baffled filtration tank, sedimentation tank, oxidation tanks, inspection chambers, viewing decks, plinths and similar civil structures, landscaping such as bio-mats/bio-curtains, Phyto traps, floating plantation beds (flora fit), solar panel installation, electrical works, plumbing works, installation of signage, benches etc.
 - b. The consultant shall be responsible for preparing broad range of material sample, at least providing three alternatives reputed manufactures. All materials proposed to be used in the work shall be subjected to mandatory tests in accordance with relevant IS codes and/or as specified in specifications.

Task 4b: Good for construction drawings and bill of quantity

The Consultant shall submit following details to the Authority based on the detailed drawings provided in this document:

1. **Preparation of GFC drawings (*in the below mentioned list of drawings all plans prepared by the agency shall be georeferenced and the same shall be used for site line out using total station survey method*)**
 - a. Demolition plan (if required) (1:200)
 - b. Site Plan (1:200)
 - c. Construction details for level plan (1:200)
 - d. Sections (Sections should be provided as required and approved by the Authority, at 1:50 scale)
 - e. Details of all structures required for drain cleaning (e.g. baffle walls, retaining walls, retention tanks, detention tanks etc.)
 - f. Planting Plan (1:150)

2. Preparation of Structural Design Drawings

The consultant shall be responsible for preparing the structural drawings for the following structures and shall be signed by registered structural engineer. The Consultant shall consider relevant code, standards based on the site conditions such as soil quality (SBC), wind load, seismic zones while preparing the structural drawings for mentioned elements. The agency shall be responsible for the safety and structural integrity of the elements. The agency shall prepare structural design for super structure which may include fabrication in MS and/or RCC structure, as mentioned in respective park drawing and sub structure (foundation structural design). The drawings shall include, but not be limited to, the following items:

- a. Fabrication, Installation.
- b. Screen details and screen fixing details
- c. Sedimentation tank and anoxic chamber details
- d. Baffle wall details
- e. Solar based diffused aeration tank details
- f. Bio-mats and bio curtain fixture details
- g. Phyto trap and flora fit details
- h. Disinfection Unit
- i. Drain channel temporary diversion plan ()
- j. Valve, sieves, pipes, bridges and bunds, pumping stations details with capacity and material specifications.
- k. The cost estimate and bill of quantities shall be prepared based on drawings and design in accordance with Odisha Schedule of Rates. It shall be discussed with the authorities.

Task 5: Land preparation and civil works

The consultant shall be responsible for furnishing the proposal for development of immediate surrounding of the drain and any other civil items required, landscape, lighting, electrical works, irrigation, drainage, finishing items, and maintenance of the same for the period of three years for the development of waste water treatment plant with proposed nature-based techniques and Bill of Quantities. Without restricting to the generality of the foregoing, landscape and civil works shall include following, but not limited to this:

- i. landscape, lighting arrangement, electrical works, Horticulture works.
- ii. Development of Water Treatment,
Detailed Project Report, Cost Estimate as per SoR 2021. The rates for items not available in SOR/CPWD/ DSR will be based on quotations/ market enquires), quantity calculations, Market rate analysis/ quotations for NS items. Bid documents consisting of Qualification Criteria, Technical Specifications, Tender Drawings & BOQ (Standard tender format I GCC of Odisha Government to be used for tenders to be invited, evaluated & awarded by "CLIENT" and "CONSULTANT" to attend Pre – bid meeting & to assist in preparation of draft response to the queries).

13. Deployment of Key Personnel for preparation of DPR.

The Consultant's team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") as specified below for Preparation of DPR:

SI No	Position	No. of Personal	Educational Qualifications	Minimum Desired Experience
1	Team leader	1	B.Arch./B.E/B.Tech in civil Engineering.	Minimum 15 years of experience in Planning and Designing of eligible assignments
2	Sr. Contract expert	1	B.Tech/Diploma in Civil Engineering	Minimum 10 years for BTech and 15years for Diploma engineers having experience in the field of Contract Management.
3	Sr. Architect (Land Scape)	1	B.Arch.	Minimum 10 years of experience in the field of planning and Architectural designs.
4	Structural Engineer	1	B. Tech & M. Tech / ME in Civil Engineering	Minimum 10 years of experience in the field of structural designing's of eligible assignments
5	CADD Engineer.	1	Diploma in civil Engineering	Minimum 10 years of experience in the field of infrastructure designs (roads / drainage) and cost estimates of eligible assignments.
6	Hydrology and water drainage Expert	1	B. Tech in civil Engineering	Minimum 10 years of experience in the field of Hydrology related works.
7	Horticulturist	1	Bsc. Horticulture	Minimum 5 years of experience in the field of Horticulture.
8	Environment Planner	1	Masters Environmental Planning	Minimum 5 years of experience in the field of environmental field of eligible assignments
9	Civil Engineer	1	B. Tech & M. Tech / ME in Civil Engineering	Minimum 10 years of experience in the field of structural designing's of eligible assignments

1.1 In addition to the above key personnel, the Consultants are expected to deploy adequate Number of support technical staff from various disciplines such as Engineering, Architecture, Urban Planning, Environment Planning, Infrastructure Planning, Quantity Surveying, CAD Engineers, Bid Process Management Personnel, Market Survey Specialist, etc. as required to perform the scope of services defined in the TOR for all activities.

14. Payment schedule and corresponding time required for DPR stage.

SL No.	Description of Item	Corresponding Time frame	Payment eligible as percentage of total consultancy fees for DPR.
1	On submission of Deliverable for Task -1	45 days from date of LOA issued	15% of total consultancy fees for DPR.
2	On submission of Deliverable for Task -2	60days from date of LOA issued	20% of total consultancy fees for DPR.
3	On submission of Deliverable for Task -3	90days from date of LOA issued	20% of total consultancy fees for DPR.
4	On submission of Deliverable for Task - 4	120 days from date of LOA issued	20% of total consultancy fees for DPR.
5	On submission of Deliverable for Task - 5	180 days from date of LOA issued	25% of total consultancy fees for DPR.

15. Project Construction supervision services.

This shall form core of the scope of works to be performed under this RFP document. The selected Bidder shall deploy manpower as per requirement as mentioned below for supervision of works during construction period.

SI No	Position	No. of Personal	Educational Qualifications	Minimum Desired Experience
1	Team leader	1	B.Arch.rch/B.E/B.Tech in Civil engineering.	Minimum 20 years of experience in Planning and Designing of eligible assignments
2	Sr. Contract expert	1	B.E/B.Tech in Civil Engineering	Minimum 15 years of experience in the field of Contract Management.
3	Sr. Architect (Land scape)	1	B.Arch.	Minimum 15 years of experience in the field of planning and Architectural designs.
5	Infrastructure planner		B. Tech in Civil Engineering, Master in Infrastructure Planning	Minimum 10 years of experience in the field of Infrastructure planning of eligible assignments
6	Hydrology and water drainage Expert.	1	B. Tech in Civil Engineering	Minimum 10 years of experience in the field of Hydrology related works.
7	Structural Engineer	1	B. Tech & M. Tech / ME in Civil Engineering	Minimum 10 years of experience in the field of structural designing's of eligible assignments
8	Field Engineer	2	B. Tech /Diploma in Civil Engineering	Minimum 5 years of experience in the field of

				supervision of eligible assignments
9	Quantity Surveyor		Diploma in Civil Engineering	Minimum 5 years of experience in the field of eligible assignments
9	Survey engineer	1	Diploma in Civil Engineering	Minimum 5 years of experience in the field of survey works.
10	Quality control Manager	1	B. Tech in Civil Engineering	Minimum 5 years of experience in the field of Quality Control Management.
Support Staffs.				
1	Office manager	1		
2	Record keeper	1		
3	Office Boy	2		

A. Services to be rendered by the consultant at Pre-construction phase.

1. The Consultant shall acquaint themselves with the data, drawings, material report, and other documents of the DPR and point out any inconsistencies and inform the Employer.
2. The Consultant shall carry out necessary topographical survey to verify the detail GFC issued to the consultant. Establish the bench marks and control Points in the field along the total length of Channel (Project Scope) prior to commencement of the work.
3. The Consultant shall record the initial measurements jointly with the contractor and employer's representative.
4. The Consultant shall conduct the pre-construction review of Manufacture's report and standard samples of manufactured materials and such other materials as required for the project.
5. The Consultant shall review the Quality assurance Plan (QAP) and SHE report submitted by the contractor and recommend to the employer with comments for accordance of approval.
6. The Consultant shall review and recommend for approval of the drawings furnished by the contractor along with supporting data in accordance with the provisions of the clauses of the contractor's agreement.
7. The Consultant shall complete all these review activities and send its observations to the Engineer within 30 days of receipt of such drawings from the contractor.

B. Construction Supervision Phase.

1. The Consultant shall discharge the duties delegated to it by the Engineer in a fair, impartial and efficient manner consistent with the highest standards of professional integrity and good Industrial practice.
2. The Consultant shall submit a Construction Supervision manual identifying the quality requirements and /or standards for the project and documenting how the project will demonstrate compliance. The construction Supervision manual shall provide necessary process and metrics for quality Management and shall include but not limited to
 - The quality standards that apply to the project, with reference to the technical specifications and codes.
 - Quality control, Quality assurance and process improvement approaches for the project.

- Quality Control tools and techniques.
 - The responsibility chart/Matrix showing who will be involved in managing quality when and what their specific duties will be.
 - The metrics that shall be used to measure.
 - Check list for inspection of materials brought to site.
 - Flow charting of process to detect potential quality problems.
 - Scope of periodically quality audit.
 - As part of the Quality Management, all quality issues shall be identified and resolved quickly
3. The Consultant shall issue all necessary instructions to the contractor in consultation with and as delegated by the Engineer. The consultant shall check and control the works to ensure that it is carried out according the contract agreement.
 4. The team leader of the Consultant shall be responsible for making correspondences with the Engineer/Contractor/other entity on project related matters in regular basis
 5. The Consultant shall be responsible to perform all works necessary to supervise and monitor the construction of the project s mentioned in RFP document and undertaken as per the approved drawings, plans etc.
 6. The Consultant shall work under the control and guidance of the Engineer. In discharging such duties, the consultant shall ensure accomplishment of construction works as per specification and implementation programme as mentioned in the contract agreement.
 7. The Consultant shall perform the following duties and exercise the authority given to it by the Engineer in accordance with the provisions of the agreement, but subject to obtaining prior approval of the Engineer before determining.
 - a. Any Time Extension
 - b. Any additional cost to be paid by the authority to the contractor.
 - c. The termination payment.
 8. The Consultant shall submit regular periodic reports once every month, once every quarter and as directed to the Engineer in respect of its duties and functions under this agreement. Such reports shall be submitted by the consultants within 10 (Ten) days of the beginning of the month.
 9. In case where the Employer's prior approval in accordance with the provisions of the contractor's agreement is required, the consultant shall ensure that such approvals are taken by the contractor.
 10. The Consultant shall assist and advise the Engineer on any Proposal for Change of Scope.
 11. The Consultant shall review and recommend for approval of revised drawings sent to it by the contractor and furnish its comments within 10days of receiving of such drawings. The final approval of drawings should be authenticated by the Engineer.
 12. On daily basis the concerned Key personnel of the consultant shall inspect the construction works as delegated. Following activities need to be undertaken during the visit.
 - Review of construction including progress, quality, and safety of construction.
 - Inspection of defects and deficiencies in construction works.
 - Witnessing quality inspection tests at Labs established by the contractor on a sample basis.
 13. The Consultant also needs to maintain following documents on daily basis.
 - Request for Inspection (RFI) form submitted by the contractor including comment on "Satisfactory/Unsatisfactory nature of work completed by the contractor.
 - Daily Inspection report.
 - Readings of quality inspection tests witnessed by the consultant.
 14. The Consultant shall check 100% of quantity and 60% of quality control tests prescribed for each

category of tests or type of tests conducted by the contractor for quality control.

15. The quality control tests shall be undertaken on a random basis and shall be in addition to and independent of, the tests that may be carried out by the contractor for its own assurance in accordance with Good industry Practice.
16. In the event that results of any such tests conducted, establish any defects or deficiencies in the work, the consultant shall require the contractor to carry out remedial measure.
17. For determining the works conform to specifications and standards, the Consultant shall require the contractor to carry out or cause to be carry out, tests at such time and frequency and in such manner as specified in the contractor's agreement and in accordance with the Good Industry practice for quality assurance.
18. The Consultant, when delegated by the Engineer, may instruct the Contractor to execute any work which is urgently required for the safety of the project, whether because of an accident or Unforeseeable event.
19. If at any time during the construction period , the Consultant determines that the contractor has not made adequate arrangements for the safety of workers and users in the working Zone of Construction or that any work is being carried out in a manner that threatens the safety of the workers and the users, it shall make a recommendations to the Engineer forthwith , identifying the whole or part of the construction works that should be suspended for ensuring safety in respect thereof.
20. The consultant may recommend to the Engineer for suspension of whole or part of the project works, if the work threatens the safety of the users, pedestrians or public in general. After the contractor has carried out remedial measures, the consultant shall inspect such remedial measures forthwith and make a report to the Engineer recommending whether or not the suspension here under may be revoked.
21. The Consultant shall within 7 (Seven) days of receipt of the stage payment Statement/R/A Bills from the contractor, determine the amount due to the contractor and prepare on behalf of the Engineer, an Interim Payment Certificate recommending the release of the payment as per the terms of the contractor's agreement.
22. In the event that the contractor fails to achieve any of the project Milestones, the Consultant shall undertake a review meeting of the progress of construction works and identify the potential delays if any. If the Consultant shall determine that the completion of the project Mile stone is not feasible within the time frame specified in the agreement, it shall require the contractor to indicate within 15days the steps proposed to be taken to expedite the progress, and the period within which the Milestone completion date shall be achieved. Upon receipt of a report/EOT from the contractor, the consultant shall review the same and send it's comments to the Engineer for approval.

23. DEPLOYMENT OF PERSONNEL FOR SUPERVISION DURING CONSTRUCTION.

Selection of Consultant for "Preparation of detailed project report and Construction supervision for "Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar."

Sl No	Position	Unit	Quantity	Rate	Amount	
1	Team leader	Man month				
2	Sr. Contract expert	Man month				
3	Sr. Architect (Land scape)	Man month				
5	Infrastructure planner	Man month				
6	Hydrology and water drainage	Man month				
7	Structural Engineer	Man month				
8	Quantity Surveyor	Man month				
9	Field Engineer	Man month				
10		Man month				
11	Survey engineer	Man month				
12	Quality control Manager	Man month				
Support Staffs.						
1	Office manager	Man month				
2	Record keeper	Man month				
3	Office Boy	Man month				
Transportation. (On rented Basis)						
1	Bolero A/C not more than two years old.	Man month				
Office Rent.						
	Office Rent fixed Cost includes maintenance, cleaning, Electricity /water Charges. Minimum 50 Sqm Carpet area to be rented					
Office Supplies.						
1	Office Supplies					
2	Drafting Supply					
3	Computer Running Cost					
4	Communications, Telephone/Mobile					

N.B- The payment shall be made on monthly basis at the end of each month for personnel deployed during the month for supervision of construction works.

SECTION – 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1
COVERING LETTER
(ONBIDDER'S LETTERHEAD)

[Location, Date]

To,
The General Manager (Administration),
Bhubaneswar Smart City Limited, Bhubaneswar.

Subject: - Selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme.

I/We, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. XXXX, Dated XX.XX.2022. I/We hereby submit the Proposal which includes this Technical Proposal. Our Proposal will be valid for acceptance up to **120 Days** and I/We confirm that this Proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

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

I/We have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I/We agree to bear all costs incurred by us in connection with the preparation and submission of this Proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ToR including of our Technical & Financial Proposal is found to be deviated, then your department shall have rights to reject our Proposal including taking penal legal action as per conditions of Bid Securing Declaration. I/We confirm that, I/We have the authority to submit the Proposal and to clarify any details on its behalf.

I/We understand you are not bound to accept any Proposal you receive. I remain,
Yours faithfully,

Authorized Signatory with Date and Seal:

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: Reference No: Date: Name of the Bank:	
7	EMD Details Amount: Reference No.: Date: Name of the Bank:	DELETED
8	PAN Number	

9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES/NO
11	Willing to accept all the terms and conditions as specified in the RFP	YES/ NO

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

Email/ Contact No: _____

TECH - 3**Bidder Organization (Financial Details)**

Financial Information in INR				
Details	<u>FY18-19</u>	<u>FY19-20</u>	<u>FY20-21</u>	Average
Average Annual Turnover (in Rs Crore) from consulting / advisory services.				
Supporting Documents: Audited certified financial statements for the last Three Financial Years (preceding the financial year in which the Proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). <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 Technical Proposal failing which the Proposal will be out rightly rejected.</i> <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 Technical Proposal failing which the Proposal will be outrightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

TECH - 4

FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

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

The signatures of **<Name of person>** in whose 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)

Table-1(List of completed assignments only of similar nature in any sector during last 10 years)**

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

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

Note: Bidders are to furnish the list of similar projects undertaken during the last 10Years (preceding the due date of Proposal) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Workorder/Contract Document/Completion Certificate from the previous Employers need to be furnished along with the above information.

TECH - 6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Section2: [Information to the Bidder] under Eligibility Criteria: Para (4)? If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I, hereby declare that our Agency, or our Directors / Partners as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section2: [Information to the Bidder] under Eligibility Criteria: Para(4)**.

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

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

Communication Address of the Bidder:_____

TECH -7

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

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

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

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

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE ASSIGNMENT

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

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the task and activities to deliver the expected output(s), and the degree of detail of such output.

Please do not repeat / copy the ToR here.

B. Description of Approach and Methodology:

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Methodology to be adopted:

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

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

D. Staffing and Study Management Plan:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH - 9

Format of Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position:

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

2. Name of Firm:

3. Name of Staff:

4. Date of Birth:

5. Years with Firm:

6. Nationality:

7. Education:

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

8. Membership in Professional Associations:

9. Other Trainings :

10. Countries of Work Experience:

11. Languages :

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

12. Employment Record:

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

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

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

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

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

Certification:

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

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

PROPOSEDWORKPLAN TO CARRYOUT THEASSIGNMENT

Week →						
Sequence of Activities / Sub Activities ↓	1	2	3	4	5	6

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

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

Email/ Contact No: _____

TECH - 11

FORMAT FOR BID SECURING DECLARATION

(On Bidder's Letter Head)

I, _____, the (Designation) of (Name of the Organization) in witness whereof agree to submit this Bid Securing Declaration Form as a part of our Technical 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 Employer 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 Employer may cancel our Proposal 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 the Employer
 - b. Agree to the decisions of the contract negotiation meeting.
 - c. Sign the contract within the prescribed time period
 - d. Furnish required Performance bank guarantee on time
5. Any other circumstance which holds the interest of the Employer during the overall selection process.

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

Email/ Contact No: _____

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

In consideration of **General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar**, having offered to accept the terms and conditions of the proposed agreement between **General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar** (which expressions shall include his success and assigns) and M/s _____

_____ (hereinafter referred to as "the said Consultant (s)", which expression shall include his successor and assignees) for the work of " _____ " a

Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Consultant's furnishing Security for the performance of the Consultant's obligations and discharge of the Consultant's liability under and in connection with the said Contract up to a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Consultant to General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** in respect of or in connection with the said Contract inclusive of all the General Manager (Administration)'s losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** to the Bank with reference to this guarantee up to an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** shall be sole judge of and as to whether the said Consultant has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** on account thereof and the decision of General Manager

(Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** that the said Consultant has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, from time to time shall be final and binding onus.

3. General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Consultant's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Consultant or to grant time or indulgence to the Consultant or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or here after held by General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Consultant or release or forbearance whatsoever shall absolve the bank of the full liability to General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** hereunder or prejudice the rights of General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Consultant but shall in all respects and for all purposes be binding and operative until payment of all monies payable to General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms here of shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the Consultant stopping or preventing or purporting to stop or prevent any payment by the Bank to the **General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar**, in terms hereof.
6. The amount stated in any notice of demand addressed by General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** to the Bank as liable to be paid to General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** by the Consultant or as suffered or incurred by General Manager (Administration), Bhubaneswar

Smart City Limited, **Bhubaneswar**, on account of any losses or damages or costs, charges and/ or expenses shall be conclusive evidence of the amount so liable to be paid to General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, or suffered or incurred by General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, as the case may be and shall be payable by the Bank to The **General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar** in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the **General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar**, and liabilities of the Consultant arising up to and until midnight of_____.
8. **This guarantee is valid till_____ (date to be mentioned) (completion period plus Sixty days or the extended period, thereof)**
9. This guarantee shall be in addition to any other guarantee or Security whatsoever that General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, may now or at any time anywise may have in relation to the Consultant's obligations/ or liabilities under and/ or in connection with the said Contract, and **General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar**, shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, may have or obtain and no forbearance on the part of General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar**, in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** to proceed against the said Consultant before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which General Manager (Administration), Bhubaneswar Smart City Limited, **Bhubaneswar** may have obtained or obtain from the Consultant shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of General Manager (Administration), Bhubaneswar Smart City Limited,

Bhubaneswar in writing and agree that any change in the constitution of the said Consultant or the said bank shall not discharge our liability hereunder.

12. We_____the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs._____(Rupees_____) and this guarantee shall remain in force till_____and unless a claim is made on us within 3 months from that date, that is before_____all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

In witness whereof, I/We of the Bank have signed and sealed this guarantee on the _____Day of_____2022 being here with duly authorized.

For and on behalf of the

.....**Bank.**

Signature of Authorized Bank official

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

To,

**The General Manager (Administration),
Bhubaneswar Smart City Limited,
Block -1, 5th Floor, BMC Bhawani Mall,
Saheed Nagar, Bhubaneswar**

Subject.: Offer for “selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & “Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme”.

Dear Sir / Madam:

Being duly authorized to represent and act on behalf of , and having reviewed and fully understood all the requirements of bid submission provided vide the RFP document dated Pertaining to the above-mentioned work, we hereby provide our Financial Proposal for **selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & “Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme”**. This is inclusive of transport, printing and stationery and all other expenses except applicable taxes towards our Professional fee for the subject assignment to be paid as per payment schedule specified in this RFP. We shall abide by the above quote, terms and conditions of this RFP, if authority selects us as the Consultant for this particular project. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

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

For and on behalf of :

Signature :

Name of the Person :

Designation :

Instructions

1. No conditions should be attached.
2. In case of difference between the words and figures, words would prevail.

(Should be given in a sealed envelope).

FINANCIAL PROPOSAL (Part- I)

f the project; selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & “Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme.”

Particulars	Quoted Rate
Total consultancy Fees as a Lump-sum amount, covering the scope of work under preparation of DPR, as per RFP document, subject to rendering timely and satisfactory services. on estimated cost of the project.
<p>This is inclusive of transport, printing and stationery and all other expenses except applicable taxes towards our Professional fee for the subject assignment to be paid as per payment schedule specified in this RFP. We shall abide by the above quote, terms and conditions of this RFP, if authority selects us as the Consultant for this particular project. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.</p> <p>Payment shall be made on percentage Basis for DPR works as mentioned under clause 14 of TOR.</p> <p>Payment during supervision period shall be made on monthly basis at the end of each month for personnel deployed during the month for supervision of construction works. (<i>This fee shall be inclusive of all the direct and indirect taxes Excluding Goods and Services Tax, / CESS etc. to be paid by the Authority</i>).</p> <p>The selected consultant may be awarded with upcoming projects of similar nature/ various Infrastructure projects at the agreed approved rates for supervision and DPR as directed by the Engineer.</p>	

We agree to bind by this offer if we are the selected as Consultant for this project.

For and on behalf of :
 Signature :
 Name of the Person :
 Designation :
 Instructions :
(Should be given in a sealed envelope).

FINANCIAL PROPOSAL (Part- II)

FEE PAYABLE FOR CONSTRUCTION SUPERVISION. (Monthly Remuneration)

Name of the work. -selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & “Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme.”

SI No	Position	Unit	Quantity	Rate	Amount	Remarks.
1	Team leader	Man month	1x18			
2	Sr. Contract expert	Man month	1x18			
3	Sr. Architect (Land scape)	Man month	1x18			
5	Infrastructure planner	Man month	1x18			
6	Hydrology and water drainage Expert.	Man month	1x18			
7	Structural Engineer	Man month	1x18			
8	Quantity Surveyor	Man month	1x18			
9	Field Engineer	Man month	2x18			
10		Man month	1x18			
11	Survey engineer	Man month	1x18			
12	Quality control Manager	Man month	1x18			
Support Staffs.						
1	Office manager	Man month	1x18			
2	Record keeper	Man month	1x18			
3	Office Boy	Man month	1x18			
1	Bolero A/C not more than two years old.	Man month	1x18			
Office Rent.						
	Office Rent fixed Cost includes maintenance, cleaning, Electricity /water Charges. Minimum 50 Sqm Carpet area to be rented	Man month	1x18			
Office Supplies.						
1	Office Supplies	Man month	1x18			
2	Drafting Supply	Man month	1x18			
3	Computer Running Cost	Man month	1x18			
4	Communications, Telephone/Mobile	Man month	1x18			
Total						

SECTION 6

BID SUBMISSION CHECK LIST.

Annexure-I

Sl. No.	Description	Submitted (Yes/No)	PageNo.
TECHNICAL PROPOSAL(ORIGINALUPLOADED)			
	Filled in Bid Submission Check List (ANNEXURE-I)		
	Covering Letter (TECH-1)		
	Bid Processing Fee of Rs.11800.00/- in form of DD		
	General Details of the Bidder (TECH-2)		
	Financial Details (TECH-3)		
	Power of Attorney (TECH-4) in favour of the person signing the bid on behalf of the Bidder.		
	Relevant Past Experience of Bidder (TECH 5)		
	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
	Comments and Suggestions (TECH-7)		
	Description of Approach, Methodology & Work Plan (TECH-8)		
	CV of Key Professionals (TECH-9)		
	Resource deployment Plan (TECH-10)		
	Bid Securing Declaration Form (TECH - 11)		
	Undertaking for not have been black-listed by any Central/ State Govt. / any Autonomous bodies during its business career.		

Undertaking:

- *All the information has 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,
**The General Manager (Administration),
Bhubaneswar Smart City Limited,
Bhubaneswar.**

WHEREAS____(Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No_____ dated _____ to undertake the service selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme. (herein called contract) AND WHEREAS it has been stipulated by **General Manager (Administration), Bhubaneswar Smart City Limited** in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOWHEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of_____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the____day of_____, <Year>

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

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank & Branch

SECTION 7

STANDARD FORM OF CONTRACT

FORM OF CONTRACT AGREEMENT

This agreement made on this _____ day of _____ Two Thousand Twenty-Two between **The General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar** which expression unless excluded by or repugnant to the context shall include their successors and assignees of the first part, and,

M/s. _____ having their Registered Office at _____ (Hereinafter referred to as Consultant) which expression unless excluded by or repugnant to the context, shall include their successors and assignees of the second part.

Whereas **Chief Engineer, Roads, Odisha-**, Bhubaneswar, on behalf of Works Department Govt. of Odisha. **selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature-based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme."**

" in accordance with the general requirements and conditions.

Whereas, the consultant, has represented to the **The General Manager (Administration), Bhubaneswar Smart City Limited, Bhubaneswar** that consultant has the required professional skills and expertise, personnel and technical resources, to execute the consultancy services as required by **Chief Engineer, Roads, Odisha --, Bhubaneswar.**

And Whereas **the General Manager (Administration), Bhubaneswar Smart City Limited** Bhubaneswar on the basis of evaluation of RFP has awarded the work to M/s _____
_____ Vide its office Letter No. _____
dated _____ to undertake the Consultancy services on the terms and conditions set forth in this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read in conjunction with this agreement and construed as part of this agreement: -

i. **Part I: Technical Bid**

Section1 : Notice Inviting Bid (NIB)

Section. - 2 : Instructions to Applicant (Including Annexure)

Section – 3 : Terms & Conditions of Contract

ii. **Part II: Financial Bid Section V : Financial Bid**

iii. **Amendments/Clarifications:**

All Amendments/Corrigendum and clarifications issued, if any, before the last date of receipt and opening of the bids.

In consideration of the payments to be made by **General Manager (Administration), Bhubaneswar Smart City Limited**, Bhubaneswar to the Consultant as hereinafter mentioned, the Consultant hereby covenants with **General Manager (Administration), Bhubaneswar Smart City Limited**, Bhubaneswar to execute and complete the Project by (stipulated date of completion).

3. Providing Comprehensive Architectural Consultancy Services, as Backup Consultant to **General Manager (Administration), Bhubaneswar Smart City Limited** for **selection of Consultants for preparation of detailed project report & supervision during Construction for various Infrastructure projects & "Development and Implementation of nature based water Treatment solutions along with its operation and maintenance for 3 years in the lake Zones I and II of the natural drainage Channel No10, Bhubaneswar under ongoing CITIIS Programme."** at a total Lump sum Consultancy Fees Rs----- inclusive of all direct & indirect taxes and excluding GST as applicable, subject to the rendering timely and satisfactory services stated in the Letter of Award with such additions thereto or deductions there from as may be made under the provisions of the Contract at any time and in the manner prescribed in the Contract.

4. **Obligation of the Consultant**

The Consultant shall ensure full compliance of all the central/ state Government tax laws with regard to this Contract and shall be solely responsible for the same. The Consultant shall fully indemnify **General Manager (Administration), Bhubaneswar Smart City Limited**, Bhubaneswar for any liability of tax (including GST), interest, and penalty etc. arising out of this Contract or in respect thereof.

IN WITNESS WHEREOF the parties hereto have caused their respective seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of

**The General Manager (Admin),
Bhubaneswar Smart City Limited,**

Signature of the authorized official
Name of the official
Stamp/Seal of the Consultant

Signature of the authorized official
Name of the official
Stamp/Seal

SIGNED, SEALED AND DELIVERED
Witnesses:-

By the said

_____Name

By the said

_____Name

On behalf of the Consultants
In the presence of:

Witness _____

Name _____

Address _____

On behalf of General Manager (Administration),
Bhubaneswar Smart City Limited, Bhubaneswar
In the presence of:

Witness _____

Name _____

Address _____

Note:-Any clarifications, amendments issued before the last date of submission of the bids, letters of negotiations with successful bidder and the LOA, etc. deemed to form and be read in conjunction with this agreement and construed as part of this agreement

SECTION – 8
GENERAL CONDITIONS OF CONTRACT.

SECTION – 8
GENERAL CONDITIONS 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 Employer
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Minutes of Negotiation Meeting and Letter for Revised Financial Quotation

II. General Conditions of Contract

1. GENERALPROVISIONS

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

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

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

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

23.2 Relationship Between the Parties

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

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

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

23.5 Notices

23.5.1 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.

23.5.2 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.

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

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

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

23.9 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.

23.10 Fraud and Corruption

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

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

23.10.2 Measures to be taken by the Employer

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

23.10.3 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

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

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 Modifications or Variations:

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

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

24.7 Force Majeure

24.7.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include
 - i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees nor

- ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

24.7.2 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.

24.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:
 - i. demobilize, or
 - ii. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

24.8 Suspension : The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fortyfive (45) days after receipt by the Consultant of such notice of suspension.

24.9 Termination

24.9.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within forty-five (45) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g. If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

24.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC2.9.2.

- a. If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

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

24.9.3 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.

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

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

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

30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT

25.1 Adherence to all of the terms and conditions stipulated by the AFD, MoHUA and the Apex Committee under the CITIIS Programme

25.1.1 Consultants are encouraged to gather knowledge of the CITIIS Maturation Phase and its mandatory environmental and social safeguard documents. Consultants agree to ensure Strict Adherence to the terms and conditions of the CITIIS Tripartite Agreement, CITIIS Environmental and Social Management Plan, CITIIS Communication and Outreach Plan and the CITIIS Monitoring and Evaluation Plan documents in all aspects relevant and applicable for implementing the Restoring Blueways Project under CITIIS Programme. The Consultant agrees that the proposals drafted and submitted would be implemented under the framework of the CITIIS Programme as detailed in Appendices F, G, H, I and J.

25.2 General

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

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

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

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

either of them, similarly shall not receive any such additional payment.

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

25.3.2 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.

25.3.3 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.

25.4Confidentiality: Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

25.5Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverage specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

25.6Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

25.7Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

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

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

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

25.9 Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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

25.11 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

26.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-

Consultants as are required to carry out the Services.

26.2 Description of Personnel:

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

26.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within ten (10) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

26.4 Removal and/or Replacement of Personnel:

- a. Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any

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

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

- a. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b. 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.
- c. Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

27.2 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).

27.3 Services, Facilities and Property of the “Employer”:

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

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

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

27.5 Counterpart Personnel:

- a. If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.
- b. Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

28.1 Total Cost of the Services

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

28.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

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

- a. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC12.
- b. Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its

objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

- c. Final Payment: The final payment as specified in SC 12 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.
- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC/Employer (Mention this if presentation is required) with /without modifications to be communicated in writing by the Employer to the consultant.
- e. If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re- submits the deliverable, and which is accepted by the Employer.
- f. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- h. In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:
- i. Assessment should be made about work done from the previous milestone, for which the payment

is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

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

7. FAIRNESS AND GOOD FAITH

29.1 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.

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

8. SETTLEMENT OF DISPUTES

30.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

30.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any

statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

30.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

30.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

31.1 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.

31.2 The amount of liquidated damages under this Contract shall not exceed 05 % of the total value of the contract as specified in Appendix D.

31.3 The liquidated damages shall be applicable under following circumstances:

- a. If the deliverables are not submitted as per schedule as specified, the Consultant shall be liable to pay 0.1% of the total cost of the services for delay of each week or part thereof.
- b. If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.1% 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 Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/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 Employer 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 Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- vii. The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- 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 Employer.

I. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are: General Manager (Administration), Bhubaneswar Smart City Limited, Block - 1, 5 th Floor, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007, Bhubaneswar, Odisha.
		2.
2.	1.7	Deleted
3.	1.8	The Authorized Representatives are: For the “Employer”: For the Consultant:
4.	2.1	1. Signing of Contract Agreement Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services
5.	2.2	The time period shall be one month.
6.	2.3	The time period shall be 10 days.
7.	2.4	The time period shall be 06 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 Three

		<p>Lakhs;</p> <p>(b) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of INR 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>Insurance against loss of or damage to</p> <p>equipment purchased in whole or in part with funds provided under this Contract,</p> <p>the Consultant's property used in the performance of the Services, and</p> <p>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	
11.	6.1 (b)	The ceiling in local currency is INR XXXXXXXXX Only
12.	6.3	The employer shall approve Deliverables / Raise objections within 15 days of receipt of the Deliverables.
	6.3 (f)	The account details of Consultant are as follows:

1. For lump-sum contracts (ie. INR XXXXXXXXXXXXX only) payment will be made¹ based on milestones indicated for each activity as per Terms of Reference (ToR)
 2. For Time-Based Contracts
 3. For Percentage basis Contracts
- a) Payment for the performance of services shall be determined on percentage basis in accordance to payment terms as mentioned under clause 4.2 of TOR.
- b) Employer shall make the payment within 30 days of submission of Invoice.

13.	8.3	The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India.
14.	10	<p>Miscellaneous provisions:</p> <p>“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>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>The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>Each member/constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates under the Contract.</p> <p>The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.</p>

¹ GST shall be paid extra as applicable

		<p>The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Employer.</p>
15.	11 (New Clause)	<p>Limitation of the Consultants' Liability towards the "Employer"</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 Employer's property, shall not be liable to the Employer:</p> <ul style="list-style-type: none"> i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage; <p>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>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>

APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

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

Appendix D: Total Cost of Services In

Appendix E: Duties of the “Employer”

Please refer TOR

Appendix F: Compliances to be met under CITIIS Programme.

Mitigation and management measures for Water Project. Mandatory compliance to be maintained by Implementing Contractor.

#	Aspects	Mitigation and management Measures
1.	Clearance of encroachments and squatters	None of the projects involve private or encroached land.
2.	Forest Land Acquisition	No forest land involved in any of the projects.
3.	Tree Cutting	No trees are to be cut in any of the projects.
4.	Relocation of Community utilities and Common Property	No relocation or rehabilitation involved in any of the projects.
5.	Construction Vehicles, Equipment and Machinery	<ol style="list-style-type: none"> 1. Contractor to ensure that all vehicles, equipment and machinery used during construction will conform to the relevant Bureau of India Standard (BIS) norms. 2. The emission standards promulgated under the Environment Protection Act, 1986 and Motor Vehicles Act, (Amendment) 2019 shall be adhered to. 3. The Contractor shall maintain a record of PUC Certificate for all vehicles and machinery used during the contract period which shall be produced to BSCL for verification whenever required. 4. All vehicles and machinery used during construction should be fit and well maintained, and having a lower emission.
6.	Arrangement for Construction Water	Contractor will ensure no ground water is used and make use of tankers for water supply
7.	Labour Requirements	Local unskilled, semi-skilled and skilled labour will be employed and contractor will ensure that no child labour will be employed.
8.	Arrangements for Temporary Land Requirement	Not required as part of any of the projects
9.	Clearing and Grubbing	<ol style="list-style-type: none"> 1. Some existing shrubs might be removed but trees are to be retained. 2. Invasive species along the drain to be removed and be replaced with local flora in accordance with the design.
10.	Preservation of Topsoil	<ol style="list-style-type: none"> 1. The top soil will be preserved separately and will be reused for landscaping, grass turfing and site restoration work. 2. A qualified individual will define stripping limits. Topsoil and peat will be stripped and salvaged prior to construction, according to best management practices. 3. The top soil will be stripped to a specified depth of 6-8 inches and stored in stockpiles of height not exceeding 2 m. Piling of the top soil should be made away from water ways. The heap of the top soil will be covered with tarpaulin cover to minimize air pollution 4. The stored topsoil will be spread back to maintain the soil physio-chemical and biological activity. The preserved top soil will be used for restoration of sites, in landscaping and avenue plantation; 5. The preserved top soil will be used for plantation as soon as possible to prevent loss of quality and quantity
11.	Construction Camp	No requirement of labour camps as construction activity is minimal

#	Aspects	Mitigation and management Measures
12.	Disposal of any Construction Debris	<ol style="list-style-type: none"> 1. Construction debris will be repurposed in project area and excess material will be disposed in designated location as identified under the project or those approved by urban local body 2. The silt removed from drains to be stored in designated site till moisture is completely drained and ensure is at a distance from the waterbody. It can be used as manure complying to SWM rules 2016 or to be disposed at the designated site as approved by the local body 3. Desilted material shall extensively be utilized in road construction and civil work proposed under this project
13.	Planning for Traffic Diversions	<ol style="list-style-type: none"> 1. Prior to construction activities, the Contractor will install all signs, barriers and control devices needed to ensure the safe use of the road by traffic and pedestrians, as required by the traffic control plan. 2. Temporary traffic diversions (if any) will be planned with the approval of the BSCL. Wherever applicable, the traffic control plans shall be prepared and shall contain details of temporary diversions, traffic safety arrangements for construction under traffic, safety measures for night-time traffic. 3. Contractor staff could be trained and put on the duty to manage the traffic during the construction activities taking place along the road
14.	Transporting Construction Materials	<ol style="list-style-type: none"> 1. Contractor will ensure there is no spillage of construction material and ensure that fine material is covered with tarpaulin. 2. All existing roads used by vehicles of the Contractor or any of his subcontractor or suppliers of materials, will be kept clear of all dust/mud or other extraneous materials dropped by such vehicles.
15.	Storage of Construction material	<ol style="list-style-type: none"> 1. Contractor to ensure proper planning of the layout for stacking and storage of different materials, components and equipment with proper access and proper maneuverability of the vehicles carrying the material. While planning the layout, the requirements of various materials, components and equipment at different stages of construction shall be considered. 2. Contractor will ensure that the materials are stored in such a manner as 'to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work'
16.	Drinking Water facility for the workers	<ol style="list-style-type: none"> 1. Contractor will make in every worksite, effective arrangements to provide sufficient supply of wholesome drinking water with minimum quantity of 5 liters per workman per day. Quality of the drinking water shall conform to the requirements of national standards on Public Health IS 10500 2. Contractor to ensure that these drinking water facilities are easily accessible and are within a distance of 200m from the place of work for all workers at all location of work sites.
17.	First Aid Facilities and Documenting Safety at all Construction and Operation sites	<ol style="list-style-type: none"> 1. Contractor will provide all labourers safety instructions daily, depending upon the work, for which they are likely to be deployed for the day/shift.

#	Aspects	Mitigation and management Measures
		<ol style="list-style-type: none"> 2. Labourer will be provided with PPEs at no cost and contractor will ensure that same is always being used by work force, while at work. In case of the damaged or lost PPEs, same shall be replaced without any cost to labour. 3. Labour will be instructed to report, irrespective of small or major or fatal injury to the supervisory staff and all such incidents shall be documented, and ensure such incidents are not repeated by taking adequate precautions. 4. All Supervisory staff will be provided with mobile phones for better communication across all operational areas, in case of emergency or otherwise 5. First aid facilities and free emergency care will be provided to all workforce, irrespective of their rank/level and no cost shall be recovered from them on this account. Further, no wages shall be cut for period of absence as a result of injury. 6. COVID 19 guidelines issued by the Ministry of Health & Family Welfare shall be followed at all sites.
18.	Drainage	<ol style="list-style-type: none"> 1. The Contractor shall ensure that no site clearings/debris are dumped into the drain in a manner that will block the natural flow of the drain in and around the site area. 2. Contractor will ensure that the drains are periodically checked and cleaned throughout the construction phase for deposition of construction debris and follow it up with final clean up prior to site handover. 3. The Contractor will take all precautionary measures to prevent the wastewater generated during construction works from entering into the drains 4. Deposit the excavated material only at the specified site without disturbing the natural drainage.
19.	Air Pollution	<ol style="list-style-type: none"> 1. All vehicles, equipment and machinery used for construction will ensure that pollution emission levels are below the prescribed CPCB standards. 2. Pollution Under Control (PUC) certificates will be mandatory for all vehicles / equipment / machinery to be used for the project works. 3. Dust emissions during construction phase will be controlled either by covering the stockpiled or spraying water over it. 4. Mandatory provision of Personal Protective Equipment (PPE) for workers at the mixing sites to reduce the chances of ill effect of emission. 5. Transporting of loose earth, sand and other construction materials with tarpaulin cover during the construction stage.
20.	Emission from Construction Vehicles, Equipment and Machineries	<ol style="list-style-type: none"> 1. All vehicles, equipment and machinery used for construction will ensure that pollution emission levels are below the prescribed CPCB standards. 2. Pollution Under Control (PUC) certificates will be mandatory for all vehicles / equipment / machinery to be used for the project works.
21.	Noise Pollution: Noise from Vehicles and Equipment/ Machineries used during construction	<ol style="list-style-type: none"> 1. All vehicles, equipment and machinery used for construction will conform to noise levels as prescribed CPCB/ MoEFCC standards.

#	Aspects	Mitigation and management Measures
		2. Use of high noise generation equipment strictly prohibited during the night-time between 10.00 pm to 6.00 am.
22.	Waste Management	<ol style="list-style-type: none"> 1. The contractor will safely dispose all the construction & demolition waste, hazardous waste and dry waste in the designated site as identified under project site or by the local body. 2. The waste derived from the removal of invasive species from the drain and other areas of the project site will be disposed at the nearest MCC of the city.
23.	Occupational Health and Safety of Labours	<ol style="list-style-type: none"> 1. The Contractor will make sure that during the construction work, all relevant provisions of Construction Workers (regulation of Employment and Conditions of Services) Act, 1996 are adhered to. 2. Contractor will provide: <ul style="list-style-type: none"> - Protective footwear, protective goggles and nose masks to the workers employed in asphalt works, concrete works, crusher etc. - Welder's protective eye-shields to workers who are engaged in welding works Earplugs to workers exposed to loud noise, and workers working in crushing or compaction 3. The Contractor will comply with all regulations regarding safe scaffolding, ladders, working platforms, gangway, stairwells, excavations, trenches and safe means of entry and egress. The Contractor will comply with all the precautions as required for ensuring the safety of the workmen as per the International Labour Organization (ILO). 4. The Contractor will not employ any person below the age of 14 years for any work and no woman will be employed on the work of painting with products containing lead in any form. 5. The Contractor will also ensure that no paint containing lead or lead products is used except in the form of paste or readymade paint. 6. Contractor will provide facemasks for use to the workers when paint is applied in the form of spray or a surface having lead paint dry is rubbed and PMC rapped. 7. The Contractor will mark 'hard hat' and 'no smoking' and other 'high risk' areas and enforce non-compliance of use of PPE with zero tolerance. 8. To promote and encourage a safety culture, senior most engineers in Contractors and consultants' teams shall wear helmets and safety jackets.
24.	Traffic and Safety	<ol style="list-style-type: none"> 1. Dust suppression measures like regular sprinkling of water will be carried out with more precaution to ensure dust levels kept to minimum. 2. The contractor will clear the roadway by promptly removing debris from site clearing and ensure safe passage of traffic and road users.

#	Aspects	Mitigation and management Measures
		<ol style="list-style-type: none"> 3. Adequate traffic diversions will be planned by the Contractor to manage the traffic and to ensure safety and minimal inconvenience to traffic and pedestrians 4. Barricades will be used to minimize the inconvenience to traffic and pedestrians. 5. Extreme care will be taken to ensure that no damage occurs to such natural water bodies and/or water sources along the project site due any construction works. All work forces to be specifically oriented to strictly follow these instructions.
25.	Informative Signs and Hoardings	The Contractor will provide, erect and maintain Informative /safety signs, hoardings written in English and local language, wherever required or as suggested by BSCL.
26.	Risk from Electrical Equipment(s)	<p>The Contractor will take all required precautions to prevent danger from electrical equipment and ensure that –</p> <ol style="list-style-type: none"> 1. No workers are allowed to work without proper safety kits. 2. No material will be so stacked or placed as to cause danger or inconvenience to any person or the public/ traffic. 3. All necessary fencing and lights will be provided to protect the public in construction zones.
27.	Disruption to access from houses and shops (if any)	No impact envisaged
28.	Differential impacts on vulnerable and disadvantaged population	No impact envisaged
29.	Bio-diversity Management	<ol style="list-style-type: none"> 1. Contractor to ensure that workers do not bring vegetation or soil from outside the site area thereby preventing dispersion of non-native invasive species. 2. All vehicles and equipment will be washed down before entering the sensitive sites in construction stage 3. Native species ranging from trees to shrubs may be planted in open areas.
30.	Ancient and Historical Monuments	No such monuments exist
31.	Clean-up Operations, Restoration	The Contractor will clear the site from debris, temporary structures, garbage, etc. and dispose it in a site as designated under the project or by the governing body.
32.	Solid Waste management	<ol style="list-style-type: none"> 1. Floating solid waste in drain 10 & drain 7, captured by the waste water treatment technology will be periodically removed, segregated and transported by the contractor to the nearby MRF adhering to the SWM Rules 2016. 2. Biodegradable waste generated from kiosk, food courts and any other areas in will be sent to the Micro-composting Centre (MCC) by the Contractor adhering to SWM Rules 2016
33.	Maintenance of nature-based solutions for storm water management, flood control	Maintenance requirement is minimal in S4 Restoring Blueways, as these systems will be self-regulating. However, regular inspections to be carried out to ensure smooth functioning. For the S4 Restoring Blueways project, an MOU has been signed with NEERI to design nature-based water treatment systems and detailed guidelines for maintenance mentioned therein would be adhered to.

#	Aspects	Mitigation and management Measures
34.	Sewage and waste water	<ol style="list-style-type: none"> 1. Sewage waste produced from temporary sanitation facilities for workers, will be disposed to the appropriate sewerage system or to any safe disposal system like septic tank then removed by an approved contractor/ private or ULB operator. 2. All the toilets in the project area site will be connected to a safe disposal system like sewerage network or septic tanks. In case of septic tanks, the faecal sludge will be removed periodically by the ULB/ ULB licensed private operator 3. Any form of sludge from the treatment technology planned for drain 7 and drain 10 will be removed as per the detailed maintenance guidelines mentioned by NEERI
35.	Noise	Temporary noise generation during special events as part of A4 Living classrooms, A5 Aquathon may cause inconvenience to residents. However, activities will be restricted to the site area. Noise barriers in the form of vegetation and landscaping elements will be designed in the project area to shield residences on the periphery.
36.	Inconvenience to residents along the periphery	Temporary high traffic may result from large crowds during public engagement events as part A4 Living classrooms, A5 Aquathon may result in congestion. However, these projects will be implemented within designated parks and open spaces and A5 Aquathon along drain #7. Good traffic management needs to be ensured by the event organiser. Noise & light barriers in the form of vegetation and landscaping elements will be designed in the project area to shield residences on the periphery.
37.	Spread of communicable diseases	Large crowds during public engagement events as part of A4 Living classrooms, A5 Aquathon may lead to spread of communicable diseases. It will be made mandatory for event organisers to take effective crowd management measures and ensure social distancing to avoid spread of communicable diseases. All active Covid-19 protocols will be adhered to.