



Bhubaneswar Development Authority

RFP No. – 900 /EM / BDA

Date: 09/08/2023

REQUEST FOR PROPOSAL

FOR

**SELECTION OF ARCHITECTURAL CONSULTANT FOR
DESIGN AND SUPERVISION OF
REDEVELOPMENT OF 04 NOS. OF CREMATION GROUND AT
VARIOUS PLACES IN BHUBANESWAR**

BY

BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

BHUBANESWAR DEVELOPMENT AUTHORITY

AkashShova Building, Sachivalaya Marg

Bhubaneswar – 751001, Odisha

Website- **bda.gov.in**



Bhubaneswar Development Authority

Bhubaneswar Development Authority, Akash Shova Building,
Sachivalaya Marg, Bhubaneswar, Odisha- 751001
Ph:0674-2392801

RFP No. 900/EM /BDA

Dated: 09/08/2023

REQUEST FOR PROPOSAL FOR
SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND SUPERVISION OF
REDEVELOPMENT OF 04 NOS. OF CREMATION GROUND AT VARIOUS PLACES IN
BHUBANESWAR

Engineer Member on behalf of Bhubaneswar Development Authority (BDA) invites proposal from reputed Architecture Firms for Design and Supervision of Redevelopment of 04 Nos. of Cremation Ground at Various Places in Bhubaneswar. Interested agencies may participate for this tender and submit their proposal. The detailed Request for Proposal (RFP) document can be downloaded from BDA website: **www.bda.gov.in** from **11.00 AM of 11.08.2023 to 04.00 PM of 28.08.2023**. The last date of receipt of technical and financial bids is **28.08.2023 till 4.00 PM** and the same would be opened on **28.08.2023 at 5.00 P.M.** **The Pre-bid meeting** is scheduled on **18.08.2023 at 04.00 P.M.** in the Chamber of Engineer Member at BDA Office. Bids shall be submitted through registered/speed post or courier service at the address mentioned in the RFP. Please refer the RFP documents for further details.

BDA reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BDA reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Sd/-
Engineer Member,
Bhubaneswar Development Authority

DISCLAIMER

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

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

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

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

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

The 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.

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

Table of Contents

| | |
|--|----|
| DATA SHEET | 7 |
| LETTER OF INVITATION | 10 |
| 1. Pre-Qualification Criteria: | 13 |
| 2. Bid Processing Fee: | 15 |
| 3. Earnest Money Deposit: | 15 |
| 4. Validity of the Proposal: | 15 |
| 5. Deleted | 15 |
| 6. Preparation and Submission of Proposal: | 16 |
| 7. Opening of the proposal: | 18 |
| 8. Evaluation of Proposal: | 18 |
| 9. Evaluation Process: | 20 |
| 10. Performance Bank Guarantee (PBG): | 20 |
| 11. Contract Negotiation | 21 |
| 12. Award of Contract: | 21 |
| 13. Conflict of Interest: | 21 |
| 14. Disclosure: | 22 |
| 15. Anti-corruption Measure: | 22 |
| 16. Language of Proposals: | 22 |
| 17. Cost of Bidding: | 23 |
| 18. Legal Jurisdiction: | 23 |
| 19. Governing Law and Penalty Clause: | 23 |
| 20. Confidentiality: | 23 |
| 21. Amendment of the RFP Document: | 24 |
| 22. Authority's right to accept any proposal and to reject any or all proposal(s): | 24 |
| 23. Copyright, Patents and Other Proprietary Rights: | 24 |
| 24. Replacement of Key Personnel: | 24 |
| 25. Force Majeure: | 25 |
| 26. Settlement of Dispute: | 25 |
| 27. Disqualification of Proposal: | 26 |
| 28. Liability: | 26 |
| 29. Indemnity: | 26 |
| Terms of Reference (ToR) | 28 |
| 1. Background | 28 |
| 2. Objective | 28 |
| 3. Scope of Services | 29 |

| | | |
|----|------------------------------------|----|
| 4. | PAYMENT SCHEDULE | 33 |
| 5. | MEETINGS | 33 |
| 6. | CONSULTANCY TEAM | 33 |
| | TECH -1 | 40 |
| | TECH -2 | 42 |
| | TECH -3 | 44 |
| | TECH -4 | 45 |
| | TECH -5 | 46 |
| | TECH -6 | 47 |
| | TECH -7 | 48 |
| | TECH -8 | 49 |
| | TECH -9 | 51 |
| | SECTION 5: APPENDIX -1 | 54 |
| | FINANCIAL PROPOSAL SUBMISSION FORM | 54 |
| | CONTRACT FOR CONSULTANTS' SERVICES | 62 |

DATA SHEET

| Sl.No | Particulars | Details |
|-------|---|---|
| 1. | Name of the Authority | Engineer Member Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar-751001, Odisha, |
| 2. | Method of Selection | Quality & Cost Based Selection (QCBS) : 70:30 |
| 3. | Proposal Validity | 180 Days |
| 4. | Date of Issue of RFP | 11/08/2023 |
| 5. | Deadline for Submission of Pre-Proposal / Pre-Bid Queries Query | 17/08/2023, 17:00 hours |
| 6. | Pre-proposal meeting | The pre-bid meeting shall be held on 18/08/2023 at 16:00 hours at Chamber of Engineer Member, Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha. Pre-bid queries shall be sent by 17/08/2023 by 17:00 hours to exerdiv1bda@gmail.com . |
| 7. | Proposal Due Date | 28/08/2023, 16:00 hours Bids shall be submitted through registered/speed post or courier service only (no drop box facility available) at the address mentioned below: Engineer Member Bhubaneswar Development Authority (BDA), Akash Shova Building, Sachivalay Marg Bhubaneswar-751001 |
| 8. | Date & Place of Opening of Proposal: | 28/08/2023 at 17:00 hours Venue: Chamber of the Engineer Member, Bhubaneswar Development Authority, Akash Shova Building, Bhubaneswar-751001, Odisha, |
| 9. | Date of Technical Presentation | To be intimated later |
| 10. | Bid Processing Fee (Non-Refundable) | Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred Only)- including GST) in form of Demand Draft in favour of "Executive Engineer, Div.I Bhubaneswar Development Authority", payable at |

| | | |
|-----|----------------------------------|--|
| | | Bhubaneswar issued from any Nationalized/ Scheduled Bank |
| 11. | Earnest Money Deposit (EMD) | Rs.50,000/- in the form of BG/NSC/TDR/POTD pledged in favour of “Executive Engineer, Div.I, Bhubaneswar Development Authority”, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar |
| 12. | Performance Bank Guarantee (PBG) | 10 % of the contract agreement amount |
| 13. | Contact Person | Executive Engineer, Div-I Bhubaneswar Development Authority, E-mail ID: exerdiv1bda@gmail.com |

RFP can be downloaded from : www.bda.gov.in

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: RFP for Selection of Architectural Consultant for Design and Supervision of Redevelopment of 04 Nos. of Cremation Grounds at Various Places in Bhubaneswar

1. Bhubaneswar Development Authority (BDA), (the “**Authority**”), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites proposal from reputed Architecture Firms for Design and Supervision of redevelopment of Cremation Grounds at various places in Bhubaneswar.
2. A bidder will be selected under **Quality and Cost Based Selection** procedure as prescribed in the RFP Document.
3. The Bid documents can be downloaded from the BDA website i.e. www.bda.gov.in.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. **The Contract period shall be valid for a period of One Year. However the assignment period shall be of (6) Six months** (Assignment period including the Construction period) from the date of execution of the contract agreement for the project to be undertaken, however the period may be extended as per the completion of the execution works and mutual agreed terms.
6. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted as per **Clause 6.2 of ITB**, with all pages numbered serially, along with an index of submission. ***The technical proposal is also required to be submitted in hard bound/ Spiral bound form with all pages numbered serially along with an index of submission. Bids submitted in loose form will not be accepted.*** The Financial Proposal is to be submitted in a separate envelope only. **Bids shall be submitted through speed/ registered post or courier service** at the address mentioned above. BDA shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, Authority may reject the Proposal.
7. RFP submission must be received not later than scheduled date & time and in the manner specified in the RFP document at the address given below.

ENGINEER MEMBER

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

8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 11,800/- (Eleven thousand & Eight Hundred only)** towards **Bid Processing Fee** and **Rs.50000/-** towards **Bid Security in the form** as prescribed in the RFP failing which the bid will be rejected.
9. Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership/ Proprietorship Firm registered under the relevant act / laws and must be registered in Council of Architecture as per section 36 of the Architects Act.
10. The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
11. This RFP includes following sections:
 - a) Letter of Invitation [**Section – 1**]
 - b) Information to the Bidder [**Section – 2**]
 - c) Terms of Reference [**Section – 3**]
 - d) Technical Proposal Submission Forms [**Section – 4**]
 - e) Financial Proposal Submission Forms [**Section –5**]
 - f) Bid Submission Checklist [**Section –6**]
 - g) Standard Form of Contract [**Section –7**]
 - h) Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format provided**]
12. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority 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 Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Engineer Member
Bhubaneswar Development Authority

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

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

| Sl. No. | Eligibility Criteria | Supportive Documents |
|---------|---|---|
| 1. | Bidder must be a Company as registered under Indian Companies Act, 1956/2013 or a Partnership/ Proprietorship Firm registered under the relevant act / laws | Certificate of Incorporation / Partnership deed/ |
| 2. | The bidder must have a minimum experience of 10 years in the field of Architecture, and must be an architect/Regd. Architectural firm as per norms of Council of Architects | TECH-5 |
| 3. | <p>The bidder must have completed at least One similar nature of project i.e., Provided consultancy services for Heritage Projects/Tourism Infrastructure/Cremation Grounds/Landscape of Rs.5.00 Cr or above for any Govt. Organization (s) in last seven years. <u>The assignment referred as above must be in single consultant's contract, not in consortium or joint venture or partnership.</u></p> <p><i>*Similar works refers to preparation of design DPR for redevelopment of Heritage Project/ Tourism site/ Cremation Grounds/ Landscape.</i></p> <p><i>**Please note that project value refers to the total value of project including works and not the consultancy fee. Also, project cost can contain costs of multiple projects / project components, but all such projects must have been executed under a single contract / agreement.</i></p> | <p>TECH -5,</p> <p>Copies of Work Order / Contract Document along with Completion Certificate / Letter of Completion from the previous Authority.</p> |

| | | |
|----|---|---|
| 4. | The bidder must have a minimum average annual turnover from Architectural Consultancy of INR 50.00 Lakhs (Fifty Lakhs) during the last three financial years i.e. 2020-21, 2021-22, 2022-23. | Financial Details of the bidder (TECH - 3) along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA |
| 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 Authority. | Affidavit (duly notarized) from the Bidder as per the format (TECH - 6) |
| 6. | The bidder must be registered in Council of Architecture as per section 36 of the Architects Act. | Copy of the License |
| 7. | The bidders shall submit a Power of Attorney in favour of the bidder's representative. (On Non – judicial stamp paper of Rs 100 duly attested by notary public) | Copy of Power of attorney (TECH-4). |

Please note - For the purposes of this RFP, consortium / JV is not allowed.

1.1 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:

- i. Filled in Bid Submission Check List in Original **(Annexure-I)**
- ii. Covering letter (TECH– 1) on bidder's letterhead requesting to participate in the selection process.
- iii. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder.
- vi. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in last 3 years from the Bid submission date on the letterhead of the bidder
- vii. Project Experience of the Bidder (TECH – 5)
- viii. Affidavit regarding Conflict of Interest (TECH - 6)
- ix. Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Authority (TECH - 7)
- x. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- xi. CV of Key Personnel as per TOR (TECH - 9)
- xii. Declaration of No involvement in any legal conflicts or any pending legal issues with the Authority during last 3 years. (on the letterhead of the bidder)
- xiii. Certificate of Turnover (TECH - 3) duly certified by a Chartered Accountant

- xiv. Copy of Registration Certificate from Council of Architecture and valid Architect License

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 11,800/- (Eleven Thousand & Eight Hundred Rupees in form of Demand Draft in favour of the Bhubaneswar Development Authority, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit:

The Bidder shall furnish as part of its Proposal, a bid security of Rs.50,000/- (Rupees Fifty Thousand only in the form of BG/NSC/TDR/POTD pledged in favour of Executive Engineer, Div.I, Bhubaneswar Development Authority, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar, (the "Bid Security"), returnable not later than 180 days from Proposal Due Date. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180). In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security 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). The Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender

4. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

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

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to BDA through e-mail to exerdiv1bda@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be either uploaded on the BDA Website.
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.

6. Preparation and Submission of Proposal:

6.1 Documents Comprising the Bid

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bidder Number. The 2 parts (collectively referred to as 'Proposal') shall be:

Part 1- Technical Proposal

Part 1, the “**Technical Proposal**” should have the following documents.

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH – 1) on bidder’s letterhead requesting to participate in the selection process.
- iii. Bid Processing Fee
- iv. General Details of the Bidder (TECH – 2).
- v. Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
- vi. Self-Declaration on Conflict of Interest (TECH - 6).(in the form of Affidavit notarised)
- vii. Comments and Suggestions on the Terms of Reference / Scope of Work (TECH - 7)
- viii. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- ix. CV of Key Personnel as per TOR (TECH - 9)
- x. Bid Security (EMD as applicable)
- xi. Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in last 3 years from the Bid submission date on the letterhead of the bidder.
- xii. All the pages of the proposal and enclosures / attachments are signed by the authorized representative of the bidder.
- xiii. Declaration of No involvement in any legal conflicts or any pending legal issues with the Authority during last 3 years. (on the letterhead of the bidder)
- xiv. Copy of Registration Certificate from Council of Architecture and valid Architect License
- xv. Certificate of Incorporation
- xvi. Certificate of Turnover (TECH - 3) duly certified by a Chartered Accountant along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA

- xvii. Work experience certificate as per the eligibility criteria duly certified by the Authority.
- xviii. RFP Document duly signed by Bidder's Authorized Signatory.

Part 2- Financial Proposal

The Part 2, the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in Annexure 9.

6.2 Submission of Bids

- a. The **Technical proposal (Part A)** and **Financial Proposal (Part B)** must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A:
Technical proposal for

**“SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND SUPERVISION OF
REDEVELOPMENT OF 04 NOS. OF CREMATION GROUND AT VARIOUS PLACES IN
BHUBANESWAR”**

Part-B:
Financial Proposal for

**“SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND SUPERVISION OF
REDEVELOPMENT OF 04 NOS. OF CREMATION GROUND AT VARIOUS PLACES IN
BHUBANESWAR”**

Both the envelopes i.e. envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for
**“SELECTION OF ARCHITECTURAL CONSULTANT FOR DESIGN AND SUPERVISION OF
REDEVELOPMENT OF 04 NOS. OF CREMATION GROUND AT VARIOUS PLACES IN
BHUBANESWAR”**

The Bidder's Name & address shall be mentioned in the left hand corner of the outer envelope.
The inner and outer envelopes shall be addressed to BDA, Bhubaneswar at the following address:

**Engineer Member,
Bhubaneswar Development Authority
Akash Shova Building,
Sachivalaya Marg,
Bhubaneswar-751 001**

Note:

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then BDA will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

- b. Bids shall be submitted through registered post or courier service at the address mentioned above. BDA shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- c. The Scope of Work to be carried out by the Selected Agency is detailed in **Section 3**. The Bidders are required to quote for the entire scope of work detailed in **Section 3**, failing which the Bid will not be considered for evaluation.

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 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.

7. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done in the presence of bidders for Technical and Financial proposal and both online and manually for Technical proposal.
- (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.

8. Evaluation of Proposal:

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

- **Preliminary Evaluation (1st Stage):** Preliminary 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 documents / information as per **Clause 6.1** will be verified.

**** Bids not complying with any of the documental requirement will be out rightly rejected at the discretion of the Authority's authority.***

- **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 candidate shall be assessed based on the following criteria:

| S. N. | Evaluation Criteria | Maximum Marks |
|--------------|--|---------------|
| 1 | <p>The bidder should have a minimum annual average turnover (from consulting / advisory business) of at least INR 50 Lakhs in the last 3 Financial Years (ending 31st March 2023)</p> <p>Average Annual Turnover between INR 50 Lakhs to INR 75 Lakhs. – 10 Marks</p> <p>Average Annual Turnover greater than INR 75 Lakhs to INR 1 Cr. – 15 Marks</p> <p>Average Annual Turnover greater than INR 1 Cr. – 20 Marks</p> | 20 |
| 2 | <p>The bidder must have completed at least One similar nature of project i.e., Provided consultancy services for Heritage Projects/ Tourism/ Landscape Infrastructure of Rs.5.00 Cr or above for any Govt. Organization(s) in last 7 years.</p> <p><u>The assignment referred as above must be in single consultant's contract, not in consortium or joint venture or partnership.</u></p> <p>*Similar works refers to preparation of design DPR for redevelopment of Heritage Project/ Tourism site/ Landscape/ Modern Crematorium</p> <ul style="list-style-type: none"> ➤ For 1 completed projects conforming to the above given conditions – 10 Marks ➤ For <u>each</u> additional project conforming to the above conditions – 5 Marks (maximum 20 marks) | 30 |
| 3 | Evaluation of Key Personnel | 10 |
| 4 | Technical Presentation on the proposed design, Project concept, indicative layout & design of components | 40 |
| Total | | 100 |

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

| | | |
|-----------------------------------|----|------------|
| Educational Qualification | -- | 20% |
| Minimum Total Experience | -- | 30% |
| Relevant Sector Experience | -- | 50% |

| Sl. No. | Key personnel | Nos. | Marks |
|---------|--|------|-------|
| 1 | Lead Architect/ Urban Designer/ Conservation Architect | 1 | 2 |
| 2 | Structural Engineer | 1 | 2 |
| 3 | Architect Planner | 1 | 2 |
| 4 | Landscape Architect | 1 | 2 |
| 5 | Civil Engineer | 1 | 1 |
| 6 | Electrical Engineer | 1 | 1 |

(ii). In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and

the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

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

Sf = 100 x Fm/F, in which "**Sf**" is the financial score, "**Fm**" is the lowest price, and "**F**" the price of the Proposal under consideration.

9. Evaluation Process:

The highest evaluated Technical Proposal (**Th**) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following: **St = 100 x T/Th**, in which "**St**" is the Technical Score, "**Th**" is the highest Technical Score given, and "**T**" is the Technical Score of the proposal under consideration.

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (Tw = the weight given to the Technical Proposal (0.7); Pw = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

$$S = St \times Tw + Sf \times Pw,$$

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

10. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, Selected Bidder shall have to furnish a Performance Bank Guarantee amounting to 10% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favor of "**Bhubaneswar Development Authority**" as per the format at Annexure-II, for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released 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.

11. Contract Negotiation

- 11.1 Negotiations are not an essential part of the selection process. In many cases, however, it is felt necessary to conduct negotiations with the selected consultant. Negotiations shall include discussions of the TOR, the methodology, staffing, Government / Department's inputs, and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, lest the quality of the final product, its cost, and the relevance of the initial evaluation be affected. The final TOR and the agreed methodology shall be incorporated in "Description of Services," which shall form part of the contract.
- 11.2 Financial negotiations shall only be carried out if due to negotiations as mentioned in para 11.1 above, there is any change in scope of work which has any financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable. In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged by the consultant for other similar assignments. However, in no case such financial negotiation should result in increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations. 1
- 11.3 If the negotiations with the selected consultant fail, the employer shall cancel the bidding procedure and re-invite the bids.

12. Award of Contract:

After completion of the contract negotiation stage, the Authority will notify the successful bidder in writing by issuing a Letter of Award (LOA) 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 7 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 1 Year from the date of effectiveness of the contract and may be extended on mutual consent. Within the Contract period new Projects of Cremation Ground development may be added and the payment shall be made as per the pre-defined rate.

13. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority 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 Authority as this would amount to their disqualification and breach of contract.

14. Disclosure:

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

15. Anti-corruption Measure:

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

16. Language of Proposals:

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

17. Cost of Bidding:

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

18. Legal Jurisdiction:

All disputes arising out of and/or in connection with the bidding process are subject to the jurisdiction of civil court of Bhubaneswar only in exclusion of any other jurisdiction specified in the Code, Act, Rules etc.

19. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Authority may cancel the contract for pending activities and completes the same from any other Agency and in case of such extra expenditure incurred shall be borne by the selected bidder. The Authority may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ **1% per week of the payment due against that particular deliverable, subject to maximum of 25% of the total contract value in addition to termination of the contract.** at the cost & risk of the selected Agency If in any case the cumulative penalty exceeds more than 25% of the total contract value more than once, then BDA at its own discretion may also blacklist the Agency for a period of 3 (three) years. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. This penalty provision shall be made available till the contract cancelled for the reason and in the manner referred to above. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next three years from the date of this occurrence and notifications.

20. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority's antifraud and corruption policy. During the execution of the assignment except

with prior written consent of the Authority, the agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

21. Amendment of the RFP Document:

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

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

The Authority 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. The Authority, also, reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the firm does not submit sufficient information as being asked for

23. Copyright, Patents and Other Proprietary Rights:

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

24. Replacement of Key Personnel:

- (a) Except as the Authority may otherwise agree, no changes shall be made in the deployed Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any manpower, the Agency shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the Authority shall be sought atleast 15 days prior intends to replace any manpower.**

The consultant shall ensure that any such activity of replacement of the manpower will not delay or affect the progress and quality of the service by the Agency.

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

Allowable change limit for the professionals engaged is once (1) for the entire project duration of 6 months.

- (b) If the Authority (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 Agency shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority..
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- (d) If CV as submitted is found incorrect and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Authority reserves the right to verify all statements, information.

25. 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 work. If a force Majeure situation arises, the Agency shall promptly notify Authority 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 Authority 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 Authority 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, Authority reserve the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.

26. Settlement of Dispute:

- i. In the case of dispute arises out of and/ or in connection with the contract entered in consequent upon selection made, between the Authority and the Agency, not settled amicably, shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Vice Chairman ,BDA unconnected with both the parties and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar and/or Cuttack

- ii. Any dispute not covered under this Clause shall lie to the jurisdiction of civil court of Bhubaneswar only in exclusion of any other jurisdiction specified in the Code, Act, Rules etc

27. Disqualification of Proposal:

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

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
 - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

28. Liability:

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

29. Indemnity:

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless BDA from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Agency

SECTION: 3

TERMS OF REFERENCE (ToR)

Terms of Reference (ToR)

1. Background

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

The BDA aims to transform Bhubaneswar into a world class, livable urban centre equipped with more green cover, adequate public spaces, especially quality infrastructure-based suitable alternatives for all kinds of citizens, irrespective of age and gender.

Cremation grounds are essential in cities to address the practical, cultural, and environmental needs related to the handling of deceased individuals within an urban setting. They play a vital role in providing a dignified and regulated process for the final disposition of human remains. Having cremation grounds within the city ensures easy accessibility for the bereaved families and funeral processions. Many cultures and religions prefer cremation as the traditional method of dealing with the deceased. By having cremation grounds in the city, authorities can cater to the diverse religious and cultural practices of the population. Integrating cremation grounds into urban planning allows for a more organized and efficient management of funeral services. This ensures that cities have the necessary infrastructure to handle the death of their residents efficiently.

2. Objective

BDA intends to avail services of qualified and experienced Architectural Consulting agencies for the design and supervision during redevelopment of 03 Nos. of Cremation Grounds at (i) Garabadu Cremation ground at old town, (ii) Cremation ground at Dumduma & (iii) Kabaristan at Jadupur with their peripheral areas. Applications are invited from reputed Architecture/ Design/ Consultancy firms having sound required qualifications, technical background, team strength, appropriate registrations and meet Prequalification criteria set out in this document. BDA. Proposed developments are like public parking, space for various rituals, office and adjoining shops etc.

Facilities envisaged but not limited to are the following:

- i. **Crematorium Building:** A well-designed crematorium building is essential, providing a dedicated space for conducting cremation ceremonies. It should include an area for viewing the deceased, a waiting room for mourners, and a chapel or prayer room for religious rituals. The building should be designed to accommodate the cultural and religious practices of different communities.
- ii. **Cremation Furnaces:** High-quality and efficient cremation furnaces are crucial in a cremation ground. These furnaces should be designed to handle the cremation process safely and respectfully, with proper ventilation systems in place to minimize emissions and odors. Multiple furnaces may be required to handle simultaneous cremations.
- iii. **Memorial Walls and Gardens:** Incorporating memorial walls or gardens within the cremation ground provides a peaceful space for families and friends to remember their loved ones. These areas can

include niches for placing ashes, engraved plaques, or memorial stones. Well-maintained landscaping and serene surroundings contribute to the overall ambiance.

- iv. **Sheltered Seating Areas:** Providing sheltered seating areas within the cremation ground offers a place for mourners to gather, find comfort, and reflect. These areas can be designed as covered pavilions or gazebos, offering protection from the elements and a peaceful atmosphere.
- v. **Prayer Halls and Multi-Purpose Rooms:** Having dedicated prayer halls or multi-purpose rooms within the cremation ground allows for religious ceremonies, gatherings, and community events. These spaces can be utilized by different religious and cultural groups, fostering inclusivity and accommodating various rituals and customs.
- vi. **Parking Facilities:** Sufficient parking space is crucial for accommodating mourners and visitors. Ample parking areas should be located near the entrance of the cremation ground to ensure convenience and ease of access.
- vii. **Cremation Ash Collection and Disposal System:** Implementing a proper system for collecting and disposing of cremation ashes is important. It should include designated areas or containers for collecting and storing ashes, which can then be respectfully dispersed or handed over to the families.
- viii. **Administrative Office:** A well-equipped administrative office can be established within the cremation ground to handle paperwork, facilitate bookings, and assist families during the cremation process. This office can serve as a central point for communication and coordination.
- ix. **Restrooms and Amenities:** Clean and well-maintained restroom facilities should be available within the cremation ground. Additionally, amenities like drinking water facilities, seating areas, and shaded walkways can enhance the overall experience for mourners.
- x. **Adequate Security Measures:** Cremation grounds should have appropriate security measures in place to ensure the safety of visitors and to protect the dignity of the deceased. Security personnel, surveillance systems, and controlled access points can help maintain a secure environment.

It is important to note that the design and facilities of a cremation ground may vary depending on cultural, religious, and regional factors. Consulting with experts, architects, and community members can help ensure that the facilities meet the specific needs and preferences of the community being served.

3. Scope of Services

3.1 Broad Scope of Services

The selected firm is required to provide the following services;

- Site Appraisal and Suitability.
- Total Station Survey & Site Planning.
- Landform and Gradient Management
- Surface Drainage Design and Water Management.
- Architectural, Structural, Plumbing & Electrical Design considering Fire safety measures, Disaster resistance technology including Earthquake and Cyclonic storms.
- Open Space Design - hard and soft areas.

- Plantation Design.
- Interior design.
- Structures and Features.
- Illumination Design.
- Graphic Design and Signage.
- Co-ordination with external services:

Broadly the consultant would also be assisting BDA in the following phases:

- i. The consultant shall prepare detail drawings, detailed estimates for quantities considering designs and project cost including the cost of environmental and social safeguards proposed based on OPWD codes/ latest notification on Scheduled rates applicable for works in the State of Odisha as published by PWD and market rate where SoR is not available.
- ii. The Consultant shall make detailed analysis for computing the unit rates for the different items of works. The unit rate analysis shall duly take into account the various inputs and their basic rates, suggested location and respect lead distances for mechanized construction. The unit rate for each item of works shall be worked in terms manpower, machinery Staff and materials.
- iii. The consultant shall make himself available for checking of the estimates and giving proofs for adoption of rates as per requirement of BDA
- iv. Concept Development and Design Phase
- v. Detail Design and Engineering Phase
- vi. Tender Preparation and Procurement Support phase
- vii. Project Monitoring and Supervision phase
- viii. Preparation of detailed designs and drawings for executing the work adhering to the applicable norms and standards
- ix. Ensuring Architectural compliance and suitability of the project including ensuring confirmation of the quality and standards
- x. Preparation of bid documents and offer assistance in procurement
- xi. Obtaining statutory approvals and obtaining necessary statutory approvals/ clearances from all statutory body/ local authority as applicable
- xii. Hard and soft landscaping components of peripheral area, facilities and amenities eg. Public spaces, Signage, Lighting, Toilets, Seating spaces, permanent and Non-permanent structures, hard and soft landscaping components
- xiii. The Architecture/ Design /Consultancy firms should understand the significance of the project, it's unique challenges and opportunities and ensure the planning meets the benchmark design, construction and performance standards.

3.2 Detailed Scope of Services

The selected Firm would be required to provide end-to-end services for the Project. With reference to land under the office/Govt, proposed design will be as per the guidelines issued by the competent authority. The detailed scope of services, which inter alia includes but not limited to, are as follows

Stage 1: Conceptual Design

- ✓ To carry out site analysis, detailed Total Station Survey (TSS) and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities in consultation with BDA.
- ✓ Furnish preliminary scheme for site planning
- ✓ Prepare conceptual design with reference to requirements as given by BDA and prepare rough estimate of cost on area basis.

Stage 2: Preliminary Design and Drawings

- ✓ Carry out Modification in the conceptual design considering the suggestions of Bhubaneswar Development Authority
- ✓ Obtaining consent from Bhubaneswar Development Authority on the preliminary/ conceptual drawings, along with preliminary cost estimate on area basis;

Stage 3: Drawings for Statutory Approval

- ✓ Preparation of necessary drawings and layout plan for obtaining statutory approvals and obtaining necessary statutory approvals/ clearances from all statutory body/ local authority as applicable;
- ✓ Carry out required due diligence for ensuring compliance of all codes standards and legislation as applicable;

Stage 4: Working Drawings

- ✓ Preparation of required working drawings and details;
- ✓ Preparation of specifications, schedule of quantities and detailed cost estimates;

Stage 5: Tender Deliverables

Preparation of tender documents including project description and detailed BOQ;

Stage 6: Construction

Prepare and issue working drawings and details for proper execution of works during construction and supervision of the work during construction.

3.3 Deliverables

Upon selection of the Firm, the firm would be required to submit the following deliverables to Bhubaneswar Development Authority from time to time. The lists of deliverables which inter alia includes but not limited to are as follows:

Stage 1: Concept Design

- ✓ Inception Report containing design brief and development parameters.

- ✓ Copies of Conceptual Design on the proposed project in the form of Site Layout plan and conceptual floor plans.
- ✓ Report on Requirement Analysis & Indicative cost estimate.

Stage 2: Preliminary Design and Drawings

- ✓ Copies of Architectural schematic drawing incorporating the changes in the stage 1, and details based on the approved concept plan; based on Soil investigation report and required Survey of the land.
- ✓ Conceptual sketches, study model and preliminary cost estimate.

Stage 3: Statutory Approval

- ✓ All necessary designs/ drawings for obtaining required approvals.
- ✓ Provide necessary clarifications as compliance requirement for obtaining necessary approvals. However, all statutory fees shall be paid by BDA

Stage 4: Detailed Design Stage

- ✓ Detailed Design Report.
- ✓ Working Drawings.
- ✓ Detailed Schedule of Quantity.
- ✓ Detailed Schedule of Specifications.
- ✓ Detailed Structural design.

Stage 5: Tender Deliverables

- ✓ Preparation of tender documents including project description and detailed BOQ.

Stage 6: Construction

- ✓ Working Drawings.
- ✓ Supervision

3.4 Milestone

| | | |
|-------------|--|------------------|
| | Signing of the Agreement | T |
| Milestone 1 | Submission of Conceptual designs drawings and Rough estimate of cost | T+7 days |
| Milestone 2 | Submission of Preliminary designs drawings and Preliminary estimate of cost along with the detailed presentation | T+15 days |
| Milestone 3 | Submission of Tender documents | T+21 days |

| | | |
|-------------|--|-------------------|
| Milestone 4 | Submission of the required detailed design drawings for statutory approval | T+30 days |
| Milestone 5 | Supervision of the execution of redevelopment work | T+6 months |

The above milestone is for the 04 nos. of Cremation grounds as mentioned in the RFP

4. PAYMENT SCHEDULE

| | | |
|---------|--|------------|
| Stage-1 | On submitting Conceptual designs drawings and Rough estimate of cost | 10% |
| Stage-2 | On submitting Preliminary designs drawings and Preliminary estimate of cost along with the detailed presentation | 15% |
| Stage-3 | Upon submission of the required detailed design drawings for statutory approval | 15% |
| Stage-4 | On approval of final Architectural drawing showing detail structural design and interior design /decoration On approval of working drawings and Detailed Project Report | 20% |
| Stage-5 | During Project Construction (after achieving 50% financial progress of the total project) | 20% |
| Stage-6 | Upon issuance of completion certificate and as built drawing | 20% |

5. MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the selected bidder for projects/work.

6. CONSULTANCY TEAM

The Consultancy team for the Core Scope of Services under this RFP, i.e. Project Supervision Services are as follows:

a) Qualification of Key Personnel

| Sl.No. | Position | No. Of Personnel | Qualification & Experience |
|--------|--|------------------|---|
| 1 | Lead Architect/ Urban Designer/ Conservation Architect | 1 | Minimum Qualification required: B. Arch with Masters in urban planning with sound knowledge of GIS Minimum Experience required: At least 15 years of experience in field of architecture, Should have worked on atleast 5 Heritage/ Tourism Infrastructure Projects. |

| | | | |
|---|---------------------|---|---|
| 2 | Structural Engineer | 1 | <p>Minimum Qualification required: B.E/B.TECH in Civil Engineering from institute recognized by AICTE</p> <p>Minimum Experience required: At Least 8 Years Professional Experience in concept plan, design managing high valued building contracts conversant with structural design, execution and checking of reinforcement, supervision of structures, quality control, construction management encompassing civil, sanitary & plumbing, mechanical and electrical, firefighting, drainage, roads, and other allied works of a heritage site of similar magnitude.</p> |
| 3 | Architect Planner | 1 | <p>Minimum Qualification required: Architect with Masters in Urban planning or equivalent</p> <p>Minimum Experience required: At Least 8 Years of Professional Experience. Experience in concept planning, designing of Heritage Site / Tourism infrastructure projects.</p> |
| 4 | Landscape Architect | 1 | <p>Minimum Qualification required: Masters in Landscape architecture</p> <p>Minimum Experience required: At Least 5 Years Professional Experience in managing Heritage Site / Tourism infrastructure projects.</p> |
| 5 | Civil Engineer | 1 | <p>Minimum Qualification required: Diploma/Degree in Civil Engineering from institute recognized by AICTE</p> <p>Minimum Experience required: At Least 3 Years of professional experience in field survey work as well as flyover/ roads/ buildings work ,field measurements, quality supervision of similar kind of projects</p> |
| 6 | Electrical Engineer | 1 | <p>Minimum Qualification required: Diploma/Degree in Electrical Engineering from institute recognized by AICTE</p> <p>Minimum Experience required: At Least 3 years professional experience being conversant with electrical engineering, and telecommunication works will be preferred.</p> |

The age of the Key Personnel should not be more than 65 years.

Period of Services - The services of the Consultant will be in phases as per the completion period of the Agreement of the respective Project as per the Project timelines. If, however, the project construction works need more time for its completion, the period of service for consultancy shall be extended as per the requirement of the project on mutually agreed terms.

Enclosure-1

Land & Location Details

1. Cremation ground at Dumduma



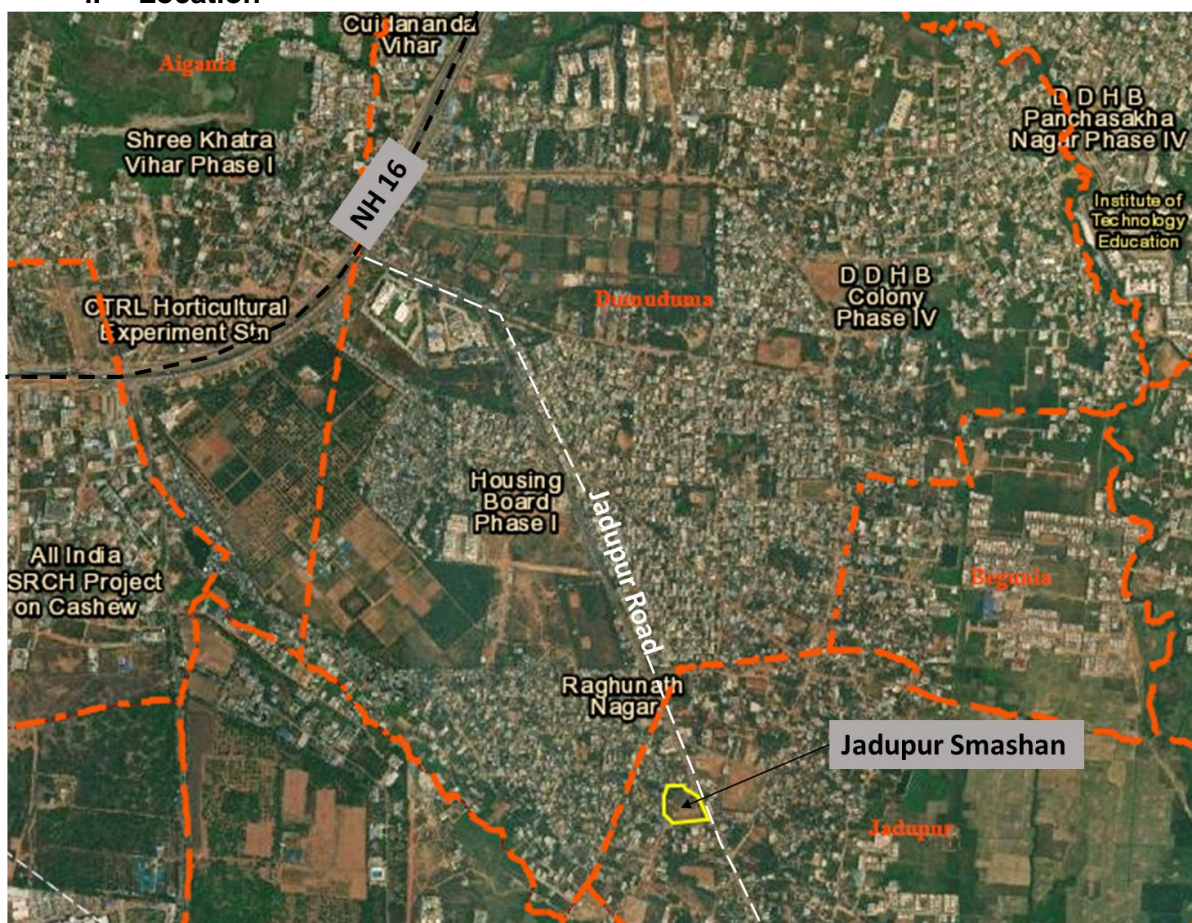
Land Schedule (Dumduma Smashan)

| Mouza | Khata no | Name of Tenant | Plot no. | Kissam | Area |
|---------|----------|----------------|----------|---------|----------|
| Dumduma | 519 | Rakhita | 453(pt) | Smashan | Ac.1.188 |
| | | | 455(pt) | Patita | Ac0.395 |

Total = **Ac.1.583**

2. Cremation ground at Jadupur (Jadupur Smashan)

i. Location

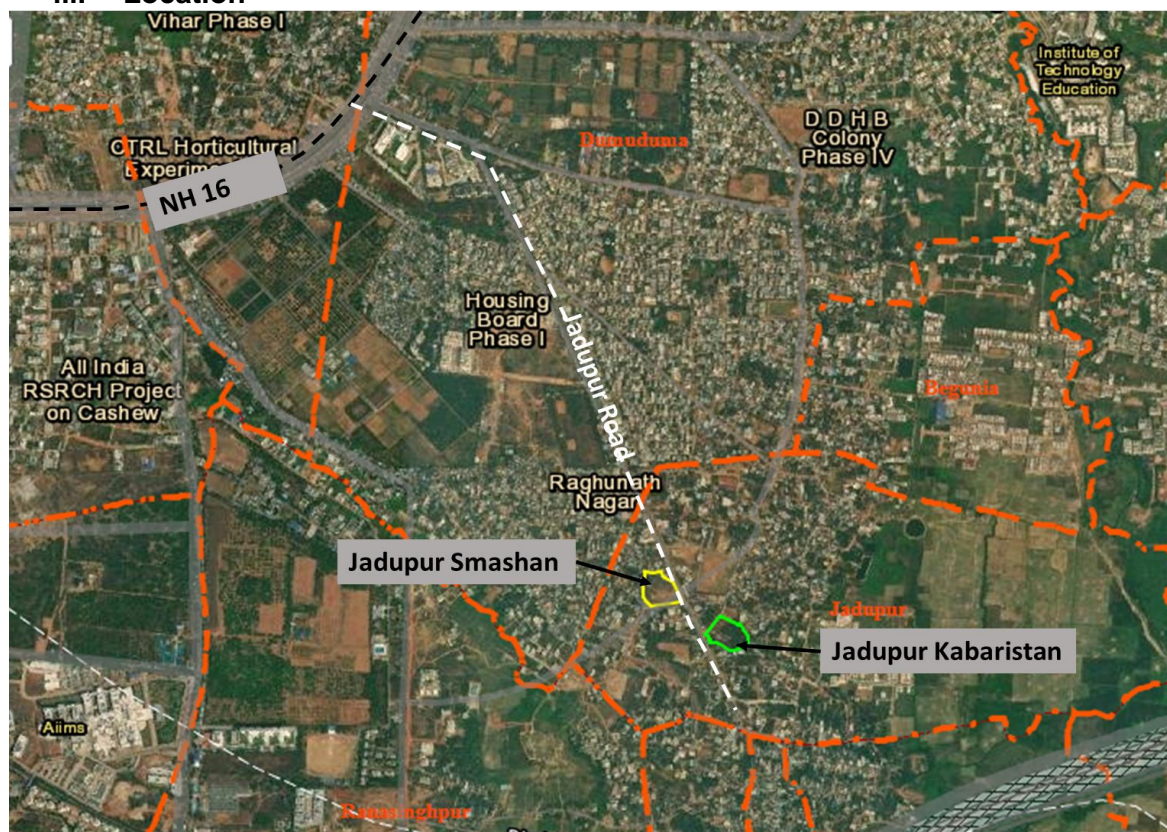


ii. Land Schedule

| Mouza | Khata No. | Plot No. | Kisam | Area |
|---------|-----------|----------|--------------|-----------------|
| Jadupur | 381 | 83 | Smashan | Ac.1.065 |
| | | 86 (pt) | Patita | Ac.1.100 |
| | | | Total | Ac.2.156 |

3. Cremation ground at Jadupur (Jadupur Kabaristan)

iii. Location



iv. Land Schedule

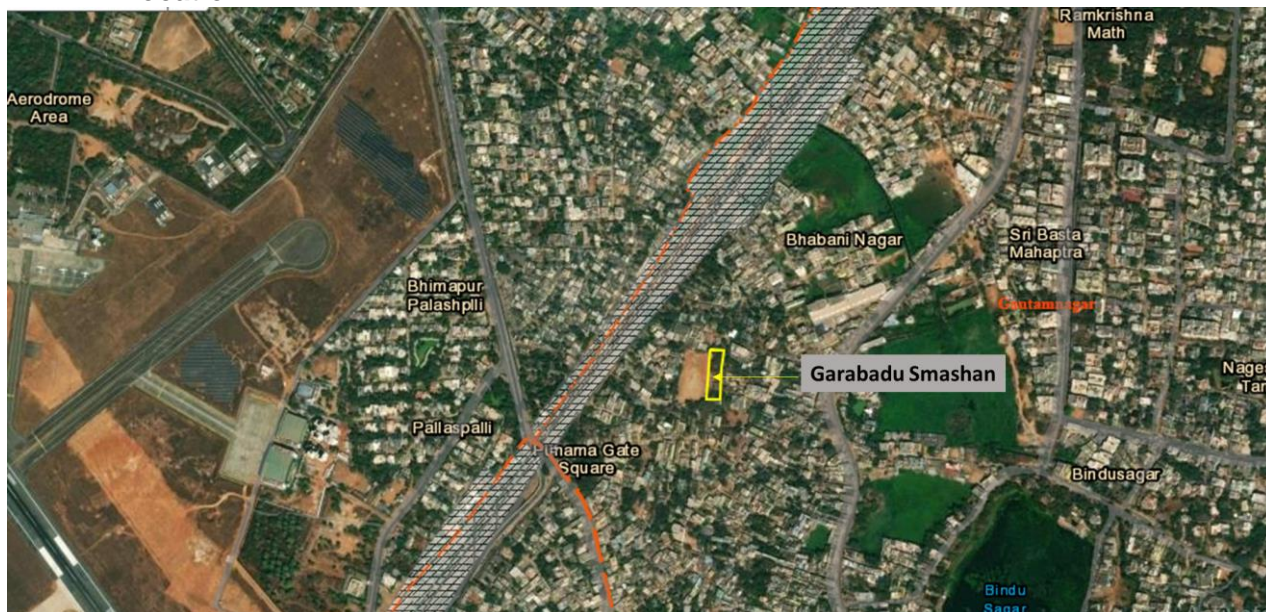


| Mouza | Khata no | Name of Tenant | Plot no. | Kissam | Area |
|---------|----------|---------------------|----------|-----------|----------|
| Jadupur | 379 | Abada jogya Anabadi | 74 | Kabarstan | Ac.0.710 |
| | | | 75 | Patita | Ac0.945 |

Total = Ac. 1.655

4. Garabadu Cremation ground at Goutam Nagar

I. Location



II. Land Schedule

- Plot No.872 (pt)
- Plot No.871 (pt)



Note: The Playground area along with the Smashan shall also be designed and developed as a part of this Project

Section: 4

Technical Proposal Submission Forms

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

[Location, Date]

To,

The Engineer Member,
BHUBANESWAR DEVELOPMENT AUTHORITY
Akash Shova Building, Sachivalay Marg
Bhubaneswar - 751001, Odisha

**Subject: Engagement of Architectural Consultant for Design and Supervision of Redevelopment
of 04 Nos. of Cremation Ground at Various Places in Bhubaneswar**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. , Dated: . I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **180 Days** and I 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 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 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 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 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 forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

| Sl. No. | Description | Full Details |
|---------|--|-----------------|
| 1 | Name of the Bidder | |
| 2 | Address for communication: Tel : Fax: Email id: | |
| 3 | Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id : | |
| 4 | Registration / Incorporation Details Registration No: Date & Year. : | |
| 5 | Local office in Odisha If Yes, Please furnish contact details | Yes / No |
| 6 | Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank: | |
| 7 | EMD Details Amount : Online reference No.: Date: Name of the Bank: | |

| | | |
|----|--|------------|
| 8 | PAN Number | |
| 9 | Goods and Services Tax Identification Number (GSTIN) | |
| 10 | Regd. Architectural firm as per norms of Council of Architects (furnish details) | |
| 11 | Willing to carry out assignments as per the scope of work of the RFP | YES |
| 12 | Willing to accept all the terms and conditions as specified in the RFP | YES |

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

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)

| Financial Information in INR | | | | |
|--|-----------------|-----------------|-----------------|---------|
| Details | FY <u>20-21</u> | FY <u>21-22</u> | FY <u>22-23</u> | Average |
| Average Annual Turnover (in Crore) from consulting / advisory services. | | | | |
| Supporting Documents: Audited certified financial statements for the last Three FYs (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). If Financial Statement are not available for the FY 2022-23, Provisional Financial Statements sealed and certified by the CA can be provided. <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. No scanned copy will be entertained.</i> | | | | |

Signature and Seal of the Company Auditor with Date in original

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

Communication Address of the Bidder: __

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

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 seven years)

| Sl. no. | Period | Name of the Assignment with details thereof | Name of the Authority | *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 requested to furnish the list of assignments of similar undertaken during the last 7 Years (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 Work order / Contract Document / Completion Certificate from the previous Client need to be furnished along with the above information.

*****Please refer to Section-2 of RFP for definition of Similar nature of Works.***

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Architect Consultant which are of conflicting nature as mentioned in Section 2: [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 Consultant as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority 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

[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]

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 tasks 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. Suggestive tools for data collection.
- b. Analysis of field data and preparation of reports
- c. pre-design, schematic design, design development, Supervision during construction and administration
- d. 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)

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

| Week → | | | | | | |
|--|---|---|---|---|---|---|
| Sequence of Study 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 [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -9

Format of Curriculum Vitae (CV) for Proposed Personnel

1. Proposed Position:

[For each position of key professional separate form 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, also give types of activities performed and Authority references, where appropriate as per the prescribed format given below]

Note: All the CVs of the Personnel shall be supported by the Education Qualification Certificate.

| 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 Authority | |
| 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: _____

Section: 5

Financial Proposal Submission Forms

SECTION 5: APPENDIX -1

FINANCIAL PROPOSAL SUBMISSION FORM

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

FROM

(NAME OF THE FIRM)

TO

The Engineer Member,

BHUBANESWAR DEVELOPMENT AUTHORITY

Akash Shova Building, Sachivalay Marg

Bhubaneswar - 751001, Odisha

**Subject: Engagement of Architectural Consultant for Design and Supervision of
Redevelopment of 04 Nos. of Cremation Ground at Various Places in Bhubaneswar**

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for **Rs. _____ for the sum of [Amount in words and figures]**. This amount is exclusive of the Goods & Service Taxes but inclusive of all other taxes & duties, levies, cess etc. Break-up of the Financial Quote shall be provided by the bidder as per the attached Annexure.

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

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

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

We remain,

Yours sincerely,

Managing Director/ Head of the firm/

Authorised Representative of the firm *

Name of the firm:

Address:

SECTION 5 : APPENDIX -2

SUMMARY OF COST BREAK-UP & FEE QOUTED

| No | Description | Amount (INR) | % of Project Cost |
|----|---|-----------------|-------------------------|
| 1. | Fee Offered as a % of Project Cost (Considering the Project Cost as Rs.15 Cr.) | | |
| | Goods & Services Tax G.S.T. Payable in India | | |
| | Total Costs (Including Tax) | | |

Note: Amount quoted is for the purpose of QCBS evaluation only. However, the Contract shall be drawn and finalized on the basis of the Percentage (%) quoted only and as accepted by the Authority.

Section 6

Bid Submission Check List

Annexure – I

| Sl. No. | Description | Submitted (Yes/No) | Page No. |
|---------------------------|---|--------------------|----------|
| TECHNICAL PROPOSAL | | | |
| 1 | Filled in Bid Submission Check List (ANNEXURE-I) | | |
| 2 | Covering Letter (TECH -1) | | |
| 3 | Bid Processing Fee of Rs. ____/- in form to DD | | |
| 4 | EMD/ Bid Security | | |
| 5 | General Details of the Bidder (TECH - 2) | | |
| 6 | Turnover Certificate (TECH - 3) | | |
| 7 | Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder. (On Non – judicial stamp paper of Rs 100 duly attested by notary public) | | |
| 8 | Affidavit on Potential Conflict of Interest (TECH - 6) | | |
| 9 | Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies in last 3 years from the Bid submission date on the letterhead of the bidder. | | |
| 10 | Copy of Registration Certificate from Council of Architecture and valid Architect License | | |
| 11 | Certificate of Incorporation | | |
| 12 | Project Experience Details (TECH – 5) Work Experience Certificates | | |
| 13 | Comments and Suggestions (TECH – 7) | | |
| 14 | Description of Approach, Methodology & Work Plan (TECH - 8) | | |
| 15 | CV of Key Professionals (TECH – 9) | | |
| 16 | Declaration of No involvement in any legal conflicts or any pending legal issues with the Authority during last 3 years. (on the letterhead of the bidder) | | |

Undertaking:

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

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Engineer Member,

BHUBANESWAR DEVELOPMENT AUTHORITY

Akash Shova Building, Sachivalay Marg

Bhubaneswar - 751001, Odisha

**Subject: Engagement of Architectural Consultant for Design and Supervision of Redevelopment
of 04 Nos. of Cremation Ground at Various Places in Bhubaneswar**

WHEREAS____(Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No_____ dated _____ to undertake the service “**Architectural Consultant for Design and Supervision of Redevelopment of 04 Nos. of Cremation Ground at Various Places in Bhubaneswar**”(herein called contract) **AND WHEREAS** it has been stipulated by **Engineer Member, BDA, Odisha** 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; **NOW THEREFORE** 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 there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall 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

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 Authority

6. Payments to the Consultant

7. Fairness and Good Faith

8. Settlement of Disputes

9. Liquidated Damages

10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services, Timelines and Reporting requirement

Appendix B - Cost Estimates and Payment Schedule

CONTRACT FOR CONSULTANTS' SERVICES

Between

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

And

XXXX

Dated:

I. Form of Contract

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

WHEREAS

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

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

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) Scope of Services, Deliverables and Payment Schedule as mentioned in the RFP
- (d) Financial Quote by the selected bidder
- (e) Letter of Award
- (f) Minutes of Negotiation Meeting and Letter for Revised Financial Quotation (if any)

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

- (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) the “**Authority**” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

1. For and on behalf of BDA

2. For and on behalf of XXXXXXXXX

In presence of (Witnesses)

i.) **A**

ii.) **B**

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in Odisha for the time being.
- b) “Agency” means any private or public entity that will provide the Services to the “Authority” 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 “Authority’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 “Authority” 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 “Authority”, or the Agency.
- q) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

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

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

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

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

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

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

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Authority’s policy to require that Authority as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Authority 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 Authority, designed to establish prices at artificial, non- competitive levels;
- d. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Authority

- a. The Authority 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 Authority to remedy the situation;
- b. The Authority 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 Authority-financed contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than seven (07) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

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

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

2.6 Modifications or Variations:

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

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

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include
 - i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees nor
 - ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability

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

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the

occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Authority”, shall either:
 - i. demobilize, or
 - ii. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension : The “Authority” 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 fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

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

- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Authority” 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 “Authority”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultant submits to the “Authority” a false statement which has a material effect on the rights, obligations or interests of the “Authority”.
- f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.
- g. If the consultant fails to provide the quality services as envisaged under this Contract. The Committee 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 Committee may decide to give one chance to the consultant to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. if the Consultant fails to confirm availability of Key Experts as set forth in RFP;
- j. if the Consultant replaces any Key Expert in contravention of the provisions of this Contract
- k. if the CMC (Contract Management Committee) represents to Authority that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Authority may terminate this contract.
- l. If the “Authority”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the “Authority” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and forty five (45) days’ in case of the event referred to in (l).

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

- a. If the “Authority” 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 “Authority” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d. If the “Authority” 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 “Authority” of the Consultant’s notice specifying such breach.

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

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

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

- a. If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination, hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Authority” 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 Authority. Applicable Under such circumstances, upon termination, the

Authority 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 Authority within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

3.2 Conflict of Interests : The Consultant shall hold the “Authority’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 Authority and seek its instructions.

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

- a. The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in

the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

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

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

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly

identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Authority” or its designated representative and/or the Authority, 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 “Authority” or the Authority, if so required by the “Authority” or the Authority as the case may be.

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

(a) Any change or addition to the Personnel

(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 “Authority”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Authority” to be incompetent or incapable or undesirable in discharging assigned duties, the “Authority” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Authority”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the “Authority” the reports and documents specified in the Deliverables hereto, in the form, in the numbers and within the time periods set forth in Scope of Services as per Appendix A. Final reports shall be delivered as per the instructions of the “Authority”.

3.8 Documents Prepared by the Consultant to be the Property of the “Authority” : All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Authority” under this Contract shall become and remain the property of the “Authority”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Authority”, 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 Authority and the Authority 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 “Authority’s prior written approval to such agreements, and the “Authority” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the “Authority”: Equipment, vehicles and materials made available to the Consultant by the “Authority”, or purchased by the

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

- 3.10 **Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

- 4.1 **General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

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

4.3 Removal and/or Replacement of Personnel:

- a. Except as the Authority may otherwise agree, no changes shall be made in the deployed Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any manpower, the Agency shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the Authority shall be sought atleast 15 days prior intends to replace any manpower.**

The consultant shall ensure that any such activity of replacement of the manpower will not delay or affect the progress and quality of the service by the Agency.

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

- b. If the Authority (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 Agency shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority..
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- d. If CV as submitted is found incorrect and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Authority reserves the right to verify all statements, information

5. OBLIGATIONS OF THE “AUTHORITY”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Authority” 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.

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

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

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

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

5.5 Counterpart Personnel: Deleted

If necessary, the “Authority” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Authority” with the Consultant’s advice, if specified in Appendix E.

Professional and support counterpart personnel, excluding “Authority’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 “Authority” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in Appendix B as per the consultant’s proposal to the Authority 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-B.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

- a. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per ToR.
- b. Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Authority shall release the requisite payment upon acceptance of the deliverables. However, if the Authority fails to intimate acceptance of the deliverables or its objections thereto, within 15 days of receipt of it, the Authority shall release the payment to the consultant without further delay.
- c. Final Payment: The final payment as specified in ToR 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 “Authority”. The Services shall be deemed completed and finally accepted by the “Authority” and the final report and final statement shall be deemed approved by the “Authority” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Authority” unless the “Authority”, 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.
- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Authority after submission by the consultant and the consultant has made presentation to the Authority (if presentation is required) with /without modifications to be communicated in writing by the Authority to the consultant.
- e. If the deliverables submitted by the consultant are not acceptable to the Authority, reasons for such non-acceptance should be recorded in writing; the Authority shall not release the payment due to the consultant. This is without prejudicing the Authority’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 Authority.
- 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 Authority to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Authority communicated to the Consultant.

7. FAIRNESS AND GOOD FAITH

- 7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 **Operation of the Contract :** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 **Amicable Settlement:** In case of dispute arises between the parties regarding any matter under the contract, requires the Vice Chairman for resolution of such dispute within 30 day of receipt of such notice .Party of the contract may send a written Notice of Dispute to the other party.
- 8.2 **Arbitration:** In the case of dispute arises out of and/ or in connection with the contract not settled amicably as referred in Clause 8.1 above, shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Vice Chairman ,BDA unconnected with both the parties and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996. The Arbitration fee shall be as decided by the Vice Chairman and subject to award shall be apportioned equally
- 8.3 Arbitration proceedings shall be held in Bhubaneswar and/or Cuttack, Odisha and the language of the arbitration proceedings shall be English.
- 8.4 The decision of the arbitrators shall be final and binding upon both parties. All arbitration awards shall be in writing and shall state the reasons for the award. Unless prohibited by express order by competent court/ Arbitrator, the parties are to discharge the obligation, which shall be subject to the final outcome of the award.
- 8.5 Any dispute not covered under this Clause shall lie to the jurisdiction of civil court of Bhubaneswar only in exclusion of any other jurisdiction specified in the Code, Act, Rules etc.

9. LIQUIDATED DAMAGES

- 9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2 The amount of liquidated damages under this Contract shall not exceed 25 % of the total value of the contract as specified in Appendix D.
- 9.3 The liquidated damages shall be applicable under following circumstances:
- a. If the deliverables are not submitted as per schedule as specified in **SC 11**, the Consultant shall be liable to pay 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 Authority as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Authority within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 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 Authority 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 Authority/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 Authority 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 Authority against any

claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (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 Authority 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 Authority.

II. Special Conditions of Contract:

| SC Clause | Ref. of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|-----------|-------------------|--|
| 1. | 1.5 | The addresses are: |
| | | 1. "Authority": Bhubaneswar Development Authority (BDA), Ashok Shova Building, Sachivalay Marg, Bhubaneswar – 751 001. Attention: Engineer Member |
| | | 2. |
| 2. | 1.7 | Deleted |
| 3. | 1.8 | The Authorized Representatives are: For the "Authority": For the Consultant: |
| 4. | 2.1 | 1. Signing of Contract Agreement 2. Authority's notice to the Consultant instructing the Consultant to begin carrying out the Services |
| 5. | 2.2 | The time period shall be 15 days. |
| 6. | 2.3 | The time period shall be 10 days. |
| 7. | 2.4 | The time period shall be twenty four months from the 'Effective Date' |
| 8. | 4.5 | |
| 9. | 5.1 | 1. |
| 10. | 6.1 (b) | The ceiling in local currency is INR XXXXXXXXX Only |
| 11. | 6.3 | The Authority shall approve Deliverables / Raise objections within 30 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 below:

¹ GST shall be paid extra as applicable

| | | |
|-----|-----|---|
| 12. | 8.3 | The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India. |
| 13. | 10 | <p>10. Miscellaneous provisions:</p> <ul style="list-style-type: none"> 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 Authority 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 Authority for performance of works/services including that of its Associates under the Contract. v. The Consultant shall at all times indemnify and keep indemnified the Authority 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 Authority 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. vii. The Consultant shall at all times indemnify and keep indemnified the Authority 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. 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 Authority. |
| 14. | 11 (New Clause) | <p>Limitation of the Consultants' Liability towards the "Authority"</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 Authority's property, shall not be liable to the Authority:</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>A. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR</p> <p>B. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> |

Appendix A: Description of the Services

Details as per TOR