



# Request for Proposal

for

**“SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)”- PACKAGE-3 (TPS No.-42, 43, 44 & 45**



**Bid Identification No. RFP 2749/BDA/2024-25**

**RFP Issued on 06/02/2025**

**Bhubaneswar Development Authority**  
**Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha 751001**  
**E-mail: [bdabbsr1983@gmail.com](mailto:bdabbsr1983@gmail.com) Ph: +91-0674-2392801**

## 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.

SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER  
ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA  
(BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45)

## DATA SHEET

Sr.	Particular	Details
1.	Name of the Client	<b>Secretary</b> <b>Bhubaneswar Development Authority</b> Akash Shova Building, Bhubaneswar-751001, Odisha
2.	Method of Selection & Proposal Validity	<b>Quality and Cost Based Selection (QCBS) (70:30)</b>
3.	Date of Issue of RFP	From <b>06/02/2025</b> onwards
4.	Deadline for Submission of Pre-Proposal Query	<b>13/02/2025</b> (16.00 hrs.)  Pre-bid queries shall be sent to <a href="mailto:bdabbsr1983@gmail.com">bdabbsr1983@gmail.com</a> with a copy to <a href="mailto:bdapmu2023@gmail.com">bdapmu2023@gmail.com</a>
5	Pre-proposal meeting	<b>13/02/2025</b> (16.30 hrs.) at Conference Hall, First Floor, Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha.
6.	Proposal Due Date	<b>24/02/2025</b> (17.00 hrs.)
7.	Date of opening of Technical Proposal	<b>24/02/2025</b> (18.00 hrs.)
8.	Date of opening of Financial Proposal	Will be intimated later on to the technically qualified bidders
9.	Bid Processing Fee (Non-Refundable)	<b>INR 11,800/- (Rupees Eleven thousand and eight hundred only)</b> in online mode.
10.	Earnest Money Deposit (EMD) (Refundable)	<b>INR 5,00,000/- (Rupees Five lakh only)</b> in online mode.
11.	Contact Person	<b>Deputy Commissioner</b> , TP Scheme, Bhubaneswar Development Authority (BDA), Akash Shova Building, Sachivalaya Marg, Bhubaneswar-751 001 E-mail ID: <a href="mailto:bdabbsr1983@gmail.com">bdabbsr1983@gmail.com</a>
12.	Address for Submission of Proposal	<b>Bhubaneswar Development Authority (BDA)</b> , Akash Shova Building, Bhubaneswar - 751001, Odisha. Mode of Submission: Bids shall be submitted through <b>ONLINE MODE</b> only. Submission of bid through any other mode and late bid will be rejected.

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Sr.	Particular	Details
13.	Place of Opening of Proposal	Conference Hall of the <b>Bhubaneswar Development Authority (BDA)</b> , Akash Shova Building, Bhubaneswar - 751001, Odisha.

*RFP can be downloaded from: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)*

# **SECTION: 1**

## **LETTER OF INVITATION**

**LETTER OF INVITATION**

**RFP No: 2749/BDA/2024-25**

**Dated: 06/02/2025**

**Name of the Assignment:** "Selection of Consultancy Firm for Planning & Designing of Town Planning Scheme Under Zone 4 of Proposed BDA Town Planning Schemes in Bhubaneswar Development Plan Area (BDPA)"-Package-3 (TPS No.-42, 43, 44 & 45)

1. **Bhubaneswar Development Authority (BDA)**, (the "**Authority**"), invites proposal from reputed consultancy firm for "*Selection of Consultancy Firm for Planning & Designing of Town Planning Scheme Under Zone 4 of Proposed BDA Town Planning Schemes in Bhubaneswar Development Plan Area (BDPA)*"-Package-3 (TPS No.-42, 43, 44 & 45).
2. A bidder / consortium will be selected under **Quality and Cost Based Selection (QCBS)** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 3723/F, Dated: 30.11.2018* of Finance Department, Govt. of Odisha.
3. The proposal completes in all respect as specified in the RFP Document must be accompanied with a **Non-refundable** amount of **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** towards **Bid Processing Fee** and a **Refundable amount** towards **EMD** of **INR 5,00,000/- (Rupees Five lakh only)** as prescribed in RFP, failing which the bid will be rejected.
4. The proposal must be submitted as per the details mentioned in this RFP. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal, date of opening of the technical proposal as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. 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. Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consortium of consultants to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Secretary**  
**Bhubaneswar Development Authority**

## **SECTION: 2**

# **INSTRUCTION TO BIDDERS**



# 1. Eligible Bidders

The bids are invited from a reputed and experienced consultancy firm in accordance with the method of selection specified in the RFP and meeting the following conditions to apply:

Sr.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Company as registered under Companies Act, 1956/2013 or a Partnership Firm or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or a Society registered under Society Registration Act, 1860 or a Trust registered under The Indian Trust Act, 1882 or a Proprietorship firm registered under the relevant act	<p><b>For Company/LLP/Society/Trust:</b> Certificate of incorporation as per relevant law</p> <p><b>For Partnership Firm:</b> Certificate of registration or partnership deed</p>
2.	<p>The bidder / consortium members should have been in the relevant business for more than <b>5 years</b> from the date of Incorporation on the last date of submission of the proposal.</p> <p><i>Relevant business means planning and designing of Town Planning / land pooling/ master planning / local area plan.</i></p>	<p><b>For Proprietorship Firm:</b> Enlistment certificate with Odisha Government / other State Government / Government of India / PSU / ULB or any government agency in India and GST registration certificate</p>
3.	<p>Bidder should must have completed (during the last <b>10 Financial Years</b>) at least:</p> <ol style="list-style-type: none"> <li>One (1) contract of similar nature of work not less than INR 60.00 Lakhs; OR</li> <li>Two (2) contracts each of similar nature of work not less than INR 37.50 Lakhs; OR</li> <li>Three (3) contracts each of similar nature of work not less than INR 30.00 Lakhs</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li><b>"Similar nature work"</b> shall mean the bidders shall have experience of planning and designing of at least 1 (one) number of Town Planning scheme / land pooling scheme of minimum 100.00 Acres (41 Ha) in India.</li> <li>Bidder should note that for evaluation purpose, at least draft <b>Town Planning scheme/ land pooling scheme</b> notified by the Government shall be considered.</li> </ol>	<p><b>TECH -5,</b> Copies of Work Order / Contract Document</p> <p>And</p> <p>Completion Certificate / Letter of Completion from the Client.</p> <p><i>Note: In absence of any Client's certificate of projects completion, Certificate with UDIN from Chartered Accountant shall be accepted.</i></p>

**SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45)**

<b>Sr.</b>	<b>Eligibility Criteria</b>	<b>Supportive Documents</b>
	<b>3.</b> Contract value means consultancy fee.	
<b>4.</b>	The bidder must have a minimum average annual turnover of INR 20 (Twenty) Crore during the last three financial years i.e., (2021-22, 2022-23, 2023-24)	<b>TECH - 3</b> along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ consortium consultants.
<b>5.</b>	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 Client. <i>(Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary Public)</i>	Self-Declaration from the Bidder / Lead consultant as per the format <b>(TECH - 6)</b>
<b>6.</b>	The bidders shall submit a Power of Attorney in favour of the bidder's representative.	Copy of power of attorney <b>(TECH - 4)</b>
<b>7.</b>	Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in last 3 years on the letterhead of the bidder	Undertaking

*Please note that for the purposes of this RFP, consortium/JV is not allowed*

**2. Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL:**

The bidder / consortium of consultants has to furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in Original **(Annexure-I)**
- b. Covering letter **(TECH- 1)** on bidder's letterhead requesting to participate in the selection process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder **(TECH - 2)**
- e. Financial Details of the bidder **(TECH - 3)** along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney **(TECH - 4)** in favour of the person signing the bid on behalf of the bidder.
- g. List of completed assignments of similar nature (Past Experience Details, **TECH - 5**) along

with copies of contracts / work orders / completion certificate from previous Clients.

- h. Self-Declaration regarding Conflict of Interest (**TECH - 6**)
- i. Comments and Suggestions on the Terms of Reference / Scope of Work (**TECH - 7**)
- j. Approach, Methodology & Work Plan to undertake the assignment (**TECH - 8**)
- k. CV of Key Personnel as per TOR (**TECH - 9**)
- l. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- m. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)

*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 will 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, indexed and hard bound. Each page should be numbered and signed by the authorized representative.*

**3. Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** in online mode. Proposals received without bid processing fee will be out rightly rejected.

**4. Earnest Money Deposit (EMD):**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 5,00,000/- (Rupees Five lakh only)** in online mode.

*However, EMD exemption for Micro and Small Enterprise (MSEs) registered bidder can be considered upon furnishing the relevant certificate where it is mentioned that the bidder is exempted from the EMD (Bid Security).*

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- ☐ Bidder withdraws its proposal during the bid validity period as specified in RFP
- ☐ Bidder does not respond to requests for clarification of its proposal.
- ☐ Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- ☐ If the bidder fails to
  - provide any clarifications to the Client
  - agrees to the decisions of the contract negotiation meeting
  - sign the contract within the prescribed time period
  - furnish required Performance Bank Guarantee in time.

- ☐ Any other circumstance which holds the interest of the Client during the overall selection process.

**5. Validity of the Proposal:**

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

**6. Pre -Proposal Queries / Pre-Proposal Meeting:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to Bhubaneswar Development Authority (BDA) through e-mail at [bdabbsr1983@gmail.com](mailto:bdabbsr1983@gmail.com) with a copy to [bdapmu2023@gmail.com](mailto:bdapmu2023@gmail.com) till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded in the BDA website.

Pre-proposal meeting will be held as per schedule mentioned in the bidder data sheet.

**7. Preparation and Submission of Proposal:**

Bidder must submit their proposals by **online mode** only on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for any delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.

**a. Documents Comprising the Bid**

The proposals to be submitted by the bidders shall be in two separate parts, **Technical Proposal & Financial Proposal**. The Proposal shall be submitted in separate covers as under:

**Part 1- Technical Proposal (to be submitted online only)**

Cover 1, the “**Technical Proposal**” should have the following documents:

- a. Filled in Bid Submission Check List in Original (**Annexure-I**)
- b. Covering letter (**TECH- 1**) on bidder’s letterhead requesting to participate in the selection process.
- c. Copy of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (**TECH - 2**)
- e. Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the

bidder.

- g. List of completed assignments of similar nature (Past Experience Details, **TECH - 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- h. Self-Declaration regarding Conflict of Interest (**TECH - 6**)
- i. Comments and Suggestions on the Terms of Reference / Scope of Work (**TECH - 7**)
- j. Approach, Methodology & Work Plan to undertake the assignment (**TECH - 8**)
- k. CV of Key Personnel as per TOR (**TECH - 9**)
- l. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- m. Declaration of No involvement in any legal conflicts or any pending legal issues with the Client during last 3 years. (on the letterhead of the bidder)

## **Part 2-Financial Proposal**

The Cover 2 the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in this RFP.

### **b. Submission of Bids**

(Online submission as per Govt. of Odisha e-Procurement Procedure)

The “**Technical Proposal**” and “**Financial Proposal**” must have to be submitted in two separate Sealing and Marking of Proposals along with the prescribed formats/information mentioned in the RFP Document.

**Cover I Technical Proposal:** To be opened on the scheduled date and time.

**Cover II Financial Proposal:** Not to be opened except with approval of the Authority.

The contents of the “**Technical Proposal**” and “**Financial Proposal**” shall be as specified in Section 2 of ITB.

### **Note:**

- a) Bids shall be submitted through **online mode** only. BDA shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- b) 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 sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be*

*outrightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.*

#### 8. **Opening of the proposal:**

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Data Sheet.

The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

The completed proposal must be submitted on or before the time and date stated in the Data Sheet.

#### 9. **Evaluation of Proposal**

A three-stage 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 requirements will be outrightly rejected at the discretion of the Authority's authority.

- **TECHNICAL EVALUATION (2nd Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

#	Technical Evaluation Criteria	Marks	Documentary Evidence
TQ 1.0	<b>Company's Financial Profile</b>  <b>Marking Criteria:</b> Marks will be awarded based on average annual turnover as defined above in the last three financial years (2021-22, 2022-23, 2032-24)	20	<b>TECH-3</b>  Along with audited financial statements for three Financial Years (2021-22, 2022-23, 2032-24)
TQ 1.1	> 20.00 Crore and <= 30.00 Crore	5	

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#	Technical Evaluation Criteria	Marks	Documentary Evidence																		
TQ 1.2	> 30.00 Crore and <= 40.00 Crore	10																			
TQ 1.3	> 40.00 Crore and <= 50.00 Crores	15																			
TQ 1.4	> 50.00 Crores	20																			
TQ 2.0	Years of Business	10	<b>For Company/LLP:</b> Certificate of incorporation as per relevant law  <b>For Partnership Firm:</b> Certificate of registration or partnership deed																		
TQ 2.1	> 5 years and <= 8 years	3																			
TQ 2.2	> 8 years and <= 10 years	7																			
TQ 2.3	> 10 years	10																			
TQ 3.0	Relevant Experience	30																			
TQ 3.1	<p>Bidder should have successfully completed the work of planning and designing of Town Planning scheme / land pooling scheme / master plan / local area plan / similar scheme of minimum 100.00 Acres (41 Ha) in India.</p> <p><b>Marks for each category</b></p> <table><tr><th>Consultancy Fee (INR)</th><th>No. of Projects</th><th>Marks</th></tr><tr><td>30.00 Lakh</td><td>3</td><td>5</td></tr><tr><td>37.50 Lakh</td><td>2</td><td>5</td></tr><tr><td>60.00 Lakh</td><td>1</td><td>5</td></tr></table> <p><b>Illustration:</b> If a bidder has 6 projects of 30.00 Lakh, 2 projects of 37.50 Lakh and 3 projects of 60.00 Lakh, then marks will be calculated as under:</p> <table><tr><th>Fee (INR)</th><th>No. of Projects</th><th>Marks</th></tr><tr><td>30.00 Lakh</td><td>6</td><td>10</td></tr></table>	Consultancy Fee (INR)	No. of Projects	Marks	30.00 Lakh	3	5	37.50 Lakh	2	5	60.00 Lakh	1	5	Fee (INR)	No. of Projects	Marks	30.00 Lakh	6	10	30	<p>LoI/LoA/ Agreement and</p> <p>Completion certificate from the client</p> <p><i>Note: In absence of any Client's certificate of projects completion, Certificate with UDIN from Chartered Accountant shall be accepted.</i></p>
Consultancy Fee (INR)	No. of Projects	Marks																			
30.00 Lakh	3	5																			
37.50 Lakh	2	5																			
60.00 Lakh	1	5																			
Fee (INR)	No. of Projects	Marks																			
30.00 Lakh	6	10																			

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#	Technical Evaluation Criteria			Marks	Documentary Evidence
	37.50 Lakh	2	5		
	60.00 Lakh	3	15		
	Total Marks		30		
	Note: Bidder can use either category for getting maximum 30 marks.				
	Project status = Completed				
TQ 4.0	Technical Presentation - Adequacy of the proposed ‘Approach & Methodology’ and ‘Work Plan’ in response to the TOR			40	Adequacy of the proposed methodology and work plan in response to ToR
	(a) Understanding of the Engagement			5	
	(b) Approach & Methodology Work Plan			10	
	(c) Implementation Schedule & Staffing ` Team)			5	
	(d) Concept Vision, Reconstitution Strategy, Strategies for Land use & Transport Integration, Innovative Ideas (covering urban design, climate resilience, livability and other innovative ideas and Strategies for value capture			20	
	Total			100	

- (i) **Date, time and venue for Technical Presentation shall be intimated later.**
- (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.

***Bidders who qualify in terms of technical proposal will be called for financial evaluation.***



- **FINANCIAL EVALUATION (3<sup>rd</sup> 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.

Financial Proposal must be strictly using the formats attached in section 5. No additional items/quantities other than that specified in the formats should be proposed by the Agency since the same shall not be considered for the evaluation/award.

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

## 10. Evaluation Process

Quality and Cost Based Selection method will be followed during the overall selection process. The financial bids of qualified bidders will be opened on the prescribed date in the presence of bidders' representatives.

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:

$St = 100 \times T / Th$ , 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.

- a) After the preliminary evaluation with regard to the compliances being met and bidder is found responsive, Authority may or may not notify those bidders whose proposals were

- not considered as per conditions of RFP. The Authority shall simultaneously notify qualifying firms indicating the date and time set for opening of the Financial Proposals.
- b) The Financial Proposals shall be opened publicly in the presence of the Agency's representatives who choose to attend. The name of the Agency and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
  - c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e., whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered nonresponsive.
  - d) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

**11. Performance Bank Guarantee (PBG):**

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified 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 favour of "**Bhubaneswar Development Authority**", as per the format at Annexure-II, for a period of six months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 6 months beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

**12. Contract Negotiation:**

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

**13. Award of Contract:**

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **24 (Twenty-four)**

**months** from the date of effectiveness of the contract and will be extended on mutual consent. The rate quoted by the bidder is valid for 24 months and BDA will use this rate to assign further work to the selected bidder on proportionate basis and in this case no ceiling is applicable to the contract.

**14. Conflict of Interest:**

Conflict of interest exists in the event of:

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

**15. Disclosure:**

- a. 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.
- b. 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.

**16. Anti-corruption Measure:**

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the

Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

**17. Language of Proposals:**

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

**18. Cost of bidding:**

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

**19. Legal Jurisdiction:**

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

**20. Governing Law and Penalty Clause:**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ **1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. 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.

**21. Confidentiality:**

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

During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

**22. Amendment of the RFP Document:**

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

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

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

**24. Copyright, Patents and Other Proprietary Rights:**

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

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

**26. Settlement of Dispute:**

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Vice Chairman, BDA and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

**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 or conditions
- ☐ 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 sealed or 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, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- ☐ Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- ☐ Any other condition / situation which holds the paramount interest of the Client during the overall section process.

**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:**

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

**SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF  
PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS  
No.-42, 43, 44 & 45)**

## **SECTION: 3**

# **TERMS OF REFERENCE (ToR)**



## 1. Introduction

Bhubaneswar Development Authority (BDA) has been constituted by the Housing & Urban Development Department, Government of Odisha, to plan and regulate development within its plan area. The objective behind the constitution of the Authority was to take up planned and systematic development, prepare development plans including zonal development plans, undertake works pertaining to construction of housing colonies, shopping centers, markets, provide public amenities, regulate development and use of land and undertake schemes for improvement and clearances of slums and urban re-generation programmers. The city is well connected with the other parts of the country by rail, road and air. The reason for rapid growth of the Capital City may also be attributed to the major industrial developments taking place in the state of Odisha.

## 2. Project Background

BDA wishes to undertake preparation and implementation of Town Planning Schemes in the Bhubaneswar Development Plan Area as per mandates of ODA Act, 1982 & Rules, 1983 which speaks about formulation and Implementation of TP scheme. The conventional approach to land acquisition, even for public purpose, has become a time-consuming process. Sometimes it leads to unending litigation and encourage speculative tendencies. The acquisition process besides being time consuming also becomes cost prohibitive while on the other hand the owners, whose lands are acquired, feel that they have not been adequately compensated. The Town Planning Scheme is being followed as an alternative method to assemble the land for urban development activities in a faster and financially affordable manner without taking recourse to compulsory acquisition of land. The Town Planning Schemes of BDA is having total 45 no of Town planning Schemes divided into four (4) Zones in 58-part revenue villages of Bhubaneswar Development Plan Area. This Scheme focuses on comprehensive development, integrating infrastructure and amenities, which can lead to more organized and sustainable urban growth of the entire area rather than focused development.

BDA intends to select a reputed and experienced consultancy firm who has rich experience in preparation and implementation of a large number of Town Planning schemes in accordance with the method of selection specified in the RFP for “**SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.- 42, 43, 44 & 45)**”.

## 3. Bid Purpose:

To select a reputable agency with experience in planning, design, and implementation of Town Planning schemes, the consultancy firm will be responsible for preparing designs as per the scope of work and assisting the Bhubaneswar Development Authority (BDA) in

planning, designing, and implementing Town Planning schemes. The selected agency should have a proven track record in urban planning, demonstrating expertise in creating sustainable and innovative solutions tailored to the unique characteristics of Bhubaneswar. Additionally, the agency's experience in collaborating with public authorities and stakeholders, coupled with a commitment to community engagement and transparent processes, will be essential in ensuring the successful implementation of the Town Planning schemes in Bhubaneswar.

#### 4. Broad Scope of Work:

The agency/contractor selected for the purpose will be responsible for complete the entire work mentioned in the ToR, which inter alia includes but not limited to:

##### 1. Details of Town Planning Scheme under Zone 4 of BDA

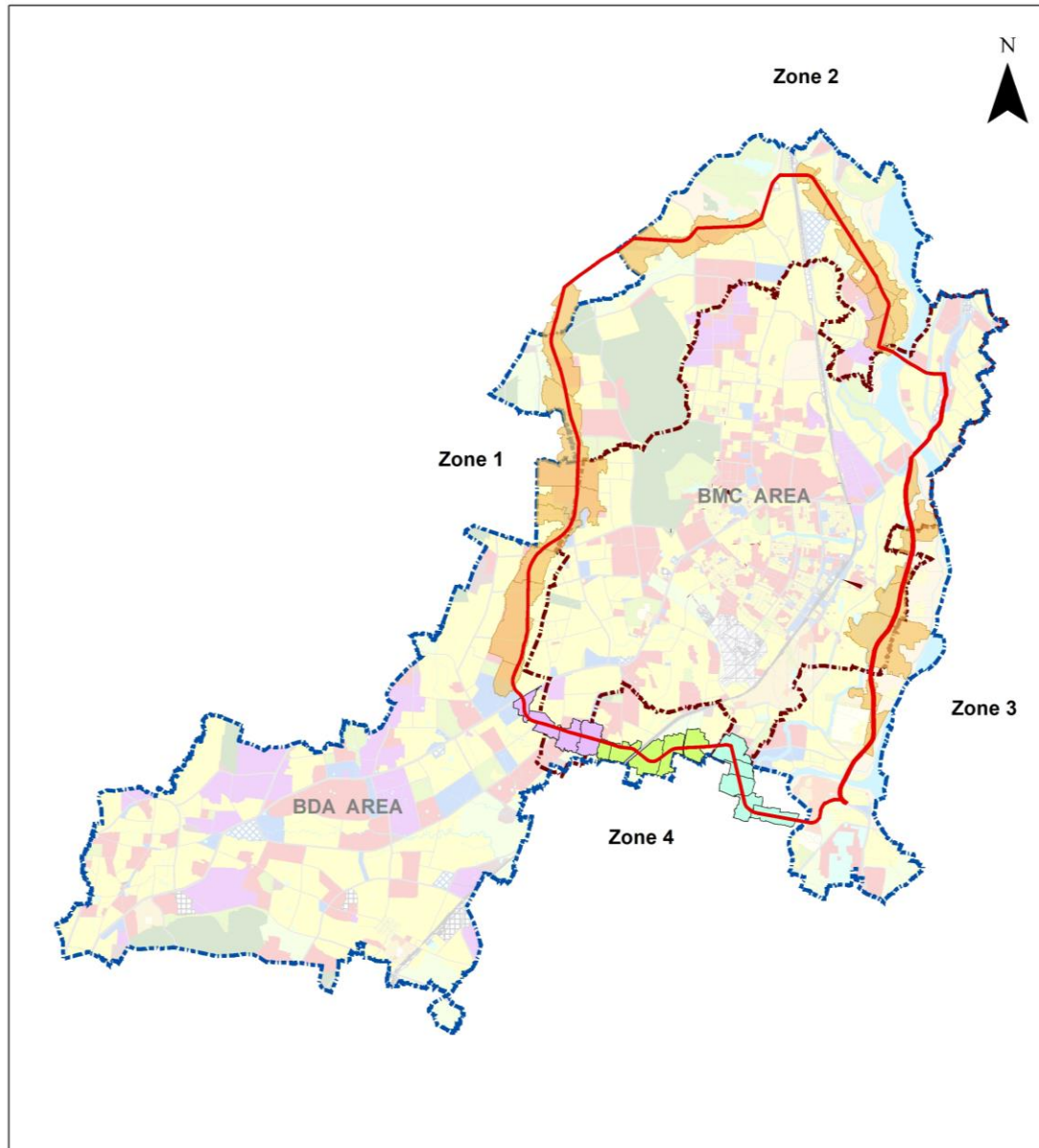
Bhubaneswar Development Authority, BDA has selected Zone 4 as a priority Zone for implementation of Town Planning Schemes. . For better & time bound planning of the Zone-4 and implementation of TP Schemes in an efficient manner; it has been divided into 3 packages. The map and table showing one cluster of Zone-4 TP Scheme covering a total 04 nos. of TP Schemes are given below;

**Table 1:** Area for TPS – Package-3 under Zone 4

S. No	TP Scheme No.	Mouza	Area in Acres (Approx.)
1	42	Sijua, Patrapada	200
2	43	Patrapada, Bhagabanpur	165
3	44	Baliapada, Bhagabanpur	155
4	45	Bijipur, Baliapada	92
		<b>Total</b>	<b>612</b>

**Map 1:** Area for TPS under Zone 4 (Package-3)

SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45)



### Zone 4

Dhauri Jn to Tamando  
(14 kms approx.)

No. of Villages under Zone 4	22
TP Schemes under Zone 4	32 to 45

### Package 3

S.I NO.	TPS Number	Mouza	Area in Acres
1	42	Patrapada	200
2	43	Bhagabanpur	165
3	44	Baliapada, Dashbatia	155
4	45	Bijipur, Dashbatia	92
		<b>TOTAL</b>	<b>612</b>

### Legend

- Proposed Ring Road
- BDA Boundary
- BMC Boundary



## 2. Scope of Work for Selected Firm/ Agency

The scope of work for selected firm/ agency shall include support and assistance in the following activities in Town Planning Schemes which shall include, but not limited to:

The roles, responsibilities and broad scope of work of the Consultant are as described hereunder. The scope of work may be extended on mutually agreed terms and conditions & fees. In consideration of the payments to be made to the Consultant by BDA as hereinafter provided, the Consultant shall carryout and complete, to the satisfaction of BDA, planning services pertaining to the preparation of Town Planning Schemes as per detail mentioned in the RFP.

- i. Collecting all necessary data from BDA, fixing & delineation of the scheme boundaries; superimposing the CDP vision-2030 and Extended CDP-2040, proposals and the relevant cadastral map on the scheme area;
- ii. Compilation of list of land owners along with their Revenue Plot Numbers and area there under (Original Plots)
- iii. Detailed topographic survey of the scheme area (in 1:500 scale).
- iv. Preparing layout plans (in scale 1:500) for land in the scheme area carving out Final Plots to be given to land owners, Final Plots to be retained by BDA as Land Bank, keeping necessary provisions for roads, open spaces, public utilities, physical and social infrastructure components as laid down in the Building and Planning Regulations-2018, ODA(P &BS) Rules-2020, The Odisha Development Authority Act,1982 and Odisha Development Authorities Rules,1983 [all three together The Statutory Provisions], the URDPFI Guidelines and all Applicable Codes and Indian standards.
- v. Area Calculations for Original Plots, Final Plots to be allotted to Land Owners, Final Plots to be retained by BDA as Land Bank and tabulation/mapping of the same.
- vi. Analysis of Future urban infrastructure (public utilities, physical and social infrastructure) requirements based on projected population, Identification of projects for urban infrastructure in the scheme area, block cost estimation of the urban infrastructure development and preparation of phasing plan for the same.
- vii. Urban Design plan and landscape plan, incorporating but not limited to greenways, bike / pedestrian Paths, parks and public pen spaces,
- viii. Carrying out assessment of Benefits and Impacts of the scheme
- ix. Assistance to BDA in discussions/consultations with Land Owners includes presentations to the Land Owners for informing them about the Town Planning Scheme, their final plots etc. incorporating their suggestions and objections in the Final Proposal of TPS.
- x. Assistance to BDA including presentations with State Government for approval and different line departments for pursuing infrastructure data.

- xi. Assistance to BDA in obtaining statutory approvals, if any.

In addition to the points mentioned above. The scope of work for the agency have been further divided into following stages

## **2.1. Survey Work**

The scope of work for Survey shall include the following activities in two stages, but not limited to:

### **2.1.1. Survey Stage-I: Collection of Field Data, Survey, Preparation of Base Map and Reconciliation of RoR with survey data**

#### **A. Survey and collection of Field Data:**

The selected firm shall solely be responsible for discharging/ performing the following obligations, to the best satisfaction of BDA, which inter alia includes but not limited to:

- 
- a. The Total Station Survey of land should be carried out by Latest Equipment. The required Traverse Point Should be permanently fixed along the boundary of the proposed Local Development Plan area;
- b. The land survey should be done along the boundary including the total right of way of the roads adjacent to the site boundary, indicating all necessary details;
- c. DGPS survey shall be used for generation of Ground Control Points (GCPs). The Total Station Survey data shall be duly geo-referenced using GCPs collected by dual frequency DGPS receivers.
- d. A permanent station shall be established which can be used as a reference station, preferably in the central part of the site or any other part of the site as decided by BDA.
- e. The reference station and GCPs shall be reflected in the Base maps with appropriate indexation.
- f. The Survey shall include-
  - i. Measurement of each Survey No./ Block No./ City Survey No. at site with procession details;
  - ii. Boundary of each property/plot along with use of the plot;
  - iii. outer boundary wall of all heritage building compound;
  - iv. mapping of boundary of all types of roads i.e. National Highway, State Highway, Districts Road, internal approach road of society (access road to individual buildings), private roads, all internal lanes, pedestrian pathway, etc. and roads as specified in Design;
  - v. All features within the RoW of roads, such as median, traffic islands, traffic posts, traffic lights, bus stops, street signage, signage related to monuments, footpath, landscaped area, etc.;
  - vi. Mapping of all natural features like lake, pond, water tanks, wells, canal, drainage channels, wetlands, hills/ hillocks, etc.;
  - vii. Mapping of parks, playgrounds, organized open spaces, trees;
  - viii. Mapping of all physical infrastructure with location and boundary of Infrastructural facility such as:
    - drainage network, storm water network, manholes, drainage pumping

- station,
- water supply network, elevated service reservoir (ESR), underground reservoir (UGR), pumping stations, water treatment plant,
- sewerage network, manholes, sewerage pumping station, sewerage treatment plant,
- HT and EHT line and towers, LT electricity network with poles (either underground or overhead), substations, transformers,
- Telecom infrastructure, telephone poles/line, mobile towers (Ground base towers / Rooftop towers/ Rooftop poles),
- gas pipeline network;
- g. Operational Construction such as canal network, Railway line, etc. with all types of cross drainage works;
- h. Buildings related to railway station, bus station, religious buildings, cemetery, burial ground/place, hospital, fire station, police station, school, college, recreational buildings like community hall etc.;
- i. existing slum boundary, open spaces within slum area, schools, Anganwadi, primary health centres, etc. located within slum area;
- j. Collection of latest data regarding existing road network infrastructure facilities, Canal-Railway-electricity network with respect to alignment with sketch/drawings/measurements from the concerned department;
- k. To undertake the survey of outside boundary upto 50 mtrs from the original TP boundary (no cost for this extra survey work).
- l. Contour Survey for every 0.5 mtr. Interval distance including level at 10.0 mtr interval distance with Graphic Method.
- m. Elevation of each plot in reference with Mean Sea Level (MSL) and shall be reflected in the attribute table in GIS (.shp file) w.r.t. plot details.
- n. Alignment of infrastructural facilities, operational construction etc. with all records including sketch/drawing/measurement from the concerned department.
- o. Comparison/tally of survey done at site with records/survey sheets obtained from Revenue department and authentication of final measurement, location and area with respect to each survey no./Block No./C.T.S. No. by BDA
- p. Existing land Use for each Survey No./Block No./ C.T.S No.
- q. Base map with all details to be submitted in the scale of 1:8000 and 1:2000
- r. Authentication of Settlement Commissioner with respect to measurement, area and location of each Survey No. /Block No./ C.T.S. No.
- s. Submission of ownership records with address of landowners (this will be provided by BDA, however consultant is required to follow-up and collect data from relevant department with help of BDA)
- t. any others mutually agreed information on written direction of BDA;
- u. Any ambiguity, error, mistake, irregularity should be rectified by the selected agency. If required, the selected agency shall re-survey the entire area. No extra payment shall be claimed by the selected agency.

#### **B. Preparation of Base Map and Plot wise Statement:**

- a. Preparation of Base maps in AutoCAD Format (The layers of the attributes shall be as per the Appendix-A) and GIS Format as per design standards prescribed for "Formulation of GIS based Master Plan for AMRUT Cities" with above mentioned

details in scale 1:8000 and 1:2000 or as directed by the Authority.

- b. Plot wise statement indicating all the existing structures, constructions and infrastructure facilities.
- c. Submission of a hard copy of the Base Map along with the Plot Wise statement.
- d. Submission of a soft copy of the Base Map (AutoCAD and GIS Format) and the Plot wise statement.

**2.1.2. Survey Stage-II: Comparison of survey and data collected with the records of Revenue Department along with submission of Final Base Map:**

**A. Comparison of the survey and data collected with the records of Revenue Department:**

Comparison/tally of survey done at site with records/survey sheets obtained from Revenue department and authentication of final measurement, location and area with respect to each plot.

After completion of the survey and preparation of drawing in AutoCAD and GIS, the reconciliation work shall be carried out. The agency shall collect (facilitated by BDA) all the relevant and up-to-date land records, such as revenue sheets of latest settlement year, RoR information, certified case-records, trace maps, land acquisition records from the respective departments. As part of reconciliation process, drawing in the scale of 1:400 or 1:1000 of each survey number shall be prepared and compared with Tehsil record, after which a final drawing shall be prepared which shall clearly indicate discrepancies between present situation and Tehsil records. All fees for procuring the documents shall be borne by BDA.

**B. Plot wise area statement of reconciled land record**

The consultant shall prepare an area statement which includes the area as per survey and area as per Tahasil record in the format prescribed at Appendix-A of RFP. The information shall be included as GIS attribute column of GIS .shp file of plots.

**C. Ownership and Kisam information**

All ROR information shall be collected including ownership (Government, Government reserved, Private, Forest, Temple/Trustee, etc.), address of land owners within the site area, Kisam.

All records shall be verified from the concerned revenue office. Along with ownership and kisam information in GIS format, the detail ownership record shall also be submitted in tabular format. (BDA will support in getting the data from concerned Departments and in over facilitation for data collection).

**D. Benchmark Value**

Collection of Benchmark value of each plot within the site area from respective office. The values shall be included as an attribute column in the GIS .shp file of the plots.



**E. Submission of Final Base Map and Plot wise:**

Considering the required changes, the selected agency shall submit the following:

- i. 3 nos. of hardcopies of Final Base Map in the scale of 1:8000 and 1:2000
- ii. 3 nos. of hardcopies of Plot wise Statement.
- iii. Soft copy of the Final Base Map in Auto CAD and GIS Format (with all the attributes in the layers as per Appendix-A) and as finalized by BDA.
- iv. List of record of the plots and owners as per the format approved by BDA.

F. Submission of the modified documents after authentication of the submitted Final Base Map by the Nodal Officer, BDA.

**2.1.3. Survey Stage III: Submission of the modified documents after authentication of the Base Map, Plot wise statement and Records of Plots and Owners by a competent Revenue officer** *(BDA will facilitate the authentication. Consultant will be required to present all data and facts to the competent Revenue officer).*

**2.2. Preparation of Town Planning Scheme**

**2.2.1. Preliminary Proposal (Planning Stage – 1)**

- i. Collection of all maps, plans, area tabulations related to the subject TPS from BDA and any other data required for the Scheme Area from other line departments.
- ii. Collection of updated Cadastral map and revenue plot numbers including their Division/Sub Division falling in the identified Scheme area.
- iii. Collection of updated Layout plans approved by BDA within the scheme area till the given dates.
- iv. Preparation of Scheme Base map (in 1:500 Scale) based on the available Topographic survey, with superimposition of Cadastral Maps, CDP vision-2030 Land Use, Extended CDP-2040 and Layout Plans approved by BDA. The Base Map shall show final delineated scheme boundary, all major existing and proposed roads along with road connectivity with adjoining city areas, alignment of drainage channels and any other physical infrastructure as desired by BDA.
- v. Tabulation of Area-Ownership statement of the scheme as listed below.
  - a. Revenue plot wise area of all the plot's falling in the scheme as per the Record of Rights (RoR)
  - b. After topographical survey measured area of all the revenue plot and
  - c. Plot wise area of the scheme whose layout's has been approved by the BDA till the declaration of intention notification.
- vi. This shall include Revenue Plot number/ Sub-division of Revenue Plot, name of land owner and area of land in each land account.
  - a. Determining Final Scheme Boundary and Scheme Area based on validly

- exempted land parcels as per Statutory Provisions
- b. Assisting BDA in carrying out preliminary consultation with the land owners
- c. Assistance to BDA in obtaining statutory notifications if any.

***Note: BDA shall provide verified copies of updated Cadastral map, Revenue Plot Details and updated Layout plans approved by BDA for entire scheme area and shall extend all co-operation and facilitation to demarcate scheme boundary on available topographic survey through land revenue officials.***

### ***Deliverables***

***Preliminary Report for Town Planning Scheme - Comprising of Consultants approach and Methodology, Scheme Base Map with site delineation (in 1:500 Scale), and Scheme Area-Ownership Statement comprising Revenue Plot wise ownership and area in desired format.***

#### **2.2.2. Draft Town Planning Scheme (Planning Stage – 2)**

- i. Preparation of Layout Plan (in scale 1:500) showing sector plans incorporating final plots (residential, commercial, physical and social infrastructure) both for Final Plots to be given to land owners and Final Plots to be retained by BDA, provisions for public utilities, physical and social infrastructure components as per norms and standards specified in the Statutory Provisions, Building and Planning Regulations-2018, ODA (P&BS)-2020, the URDPFI Guidelines and all Applicable Codes and Indian standards.
- ii. The Layout plans shall also include proposed Scheme/Sector roads, road-widths, scheme/sector level open/green spaces & utilities, urban design plan, landscape plan, parking areas reservation of plot for the economically weaker sections and lower income groups, scheme/sector level commercial area[s], educational area[s], health area[s] and other public-semipublic land use areas with land use analysis statement, all based on planning norms and standards specified in the Statutory provisions. The bidder shall consider all existing natural assets and integrate them into the design – these include, but not limited to natural drains, water bodies, environmentally sensitive areas, trees, etc. The layout plan shall be prepared to achieve the below listed, but not limited to:
  - a. Future Ready for integrating bus routes, metro or other mass transit options
  - b. 15 min neighbourhood with walk to work/park/shopping/school etc concept
  - c. 100% coverage of public transport
  - d. 100% coverage of dedicated footpaths and cycle tracks
  - e. Public realm to be designed to act as sponges taking care for urban flooding and other climate shocks
  - f. Adhering to standards of URDPFI for physical and social infrastructure

- iii. The Layout plan shall incorporate area statement (Area analysis based on different Land uses proposed at the Scheme and Sector level).
- iv. Final Tabulation of land area statement for the Final Scheme Boundary and Proposed Layout Plan based on following.
  - a. Various Land Uses proposed in the Layout Plan (both at Scheme and Sector level)
  - b. Merged Original Plot and Final Plots to be given to land owners and Final Plots to be retained by BDA (both at Scheme and Sector level)
- v. Analysis of Future urban infrastructure (public utilities, physical and social infrastructure) requirements based on projected population, Preparation of Urban Infrastructure plan (identification of projects and phasing plan), Scheme/sector level infrastructure proposed with block cost estimate (Stage 1 estimates, based on unit rate of development works) of each infrastructure component.
- vi. Draft of assessment of Benefits and Impacts of the scheme
- vii. Incorporation of all/any revisions proposed as a result of discussions or appraisals or scrutiny of the proposals submitted at the Draft Town Planning Stage and submission of 'Draft Town Planning Scheme' for approval.
- viii. Assistance to BDA in discussions/consultations with Land Owners including presentations to the Land Owners for informing them about the TPS, their final plots etc. incorporating their suggestions and objections in the Final Proposal of TPS and conducting owners meeting as per the statutory provision.
- ix. Assistance to BDA for conducting personal hearing meeting with the land owners who have given objections.
- x. Assistance to BDA in obtaining statutory approvals, if any.

### ***Deliverables***

***Draft Town Planning Scheme in desired Format as per Statutory provisions comprising Layout Plan of Plots (in 1:500 scale) with area under final plots, area reserved for roads, open spaces, physical and social infrastructure, infrastructure plan, Block Costing of infrastructure development and projects, Tabulation of Land Area statements for both Original Plots and Final Plots to be given to land owners, and other outputs mentioned in the above.***

### **2.2.3. Preliminary & Final Town Planning Scheme (Planning Stage - 3)**

After incorporating all decisions on the objections/suggestions of land owners in public consultation, the consultant shall submit:

- i. Final [proposed] Layout plans (1:500 scale) showing sector plans incorporating final plots (residential, commercial, physical and social infrastructure) both for Final Plots to be allotted to land owners and Final Plots to be retained by BDA, provisions for public utilities, physical and social infrastructure components, proposed Scheme/Sector roads, road-widths, scheme/sector level

open/green spaces & utilities, Parking Areas, reservation of plot for the economically weaker sections and lower income groups, scheme/sector level commercial area[s], educational area[s], health area[s] and other Public & Semi-Public land use areas with land use analysis statement as per norms and standards specified in the Statutory Provisions, the URDPFI Guidelines 2014 and all Applicable Codes and Indian standards.

- ii. Final Tabulation of land area statement for the Final Scheme Boundary and Proposed Layout Plan based on following.
  - Various Land Uses proposed in the Layout Plan (both at Scheme and Sector level)
  - Merged Original Plot and Final Plots to be given to land owners and Final Plots to be retained by BDA (both at Scheme and Sector level)
- iii. Final [proposed] Urban Infrastructure plan (identification of projects and phasing plan), Scheme/sector level infrastructure proposed with block cost estimate (Stage 1 estimates, based on unit rate of development works) of each infrastructure component.
- iv. Assistance to BDA in obtaining statutory approvals, if any.

### ***Deliverables***

*Preliminary & Final Town Planning Scheme in desired Format as per Statutory provisions comprising Layout Plan of Plots (in 1:500 scale) with area under final plots, area reserved for roads, open spaces, physical and social infrastructure, infrastructure plan, Block Costing of infrastructure development and Calculation of contribution as per ODA Act, 1982 & Rules, 1983, Incremental Value of Final Plot, Tabulation of Land Area statements for both Original Plots and Final Plots to be given to land owners, and other outputs mentioned in the above.*

## **5. Team Composition**

The suggested staffing required for the project has been outlined in the table below. The consultant is required to provide detailed CVs, along with necessary documentary evidence for all the team members stated below. All the CVs should meet all the minimum criteria, without which the bid will not be considered for further evaluation.

Sr.	Key Expert	Qualification and Experience	No of Resources
1.	Team Leader/Project Manager	<ul style="list-style-type: none"> <li>• Masters in Planning/ Design/ Architecture (or equivalent qualification)</li> <li>• Minimum 10 years post qualification experience in Master Planning / Urban planning / Urban Design / Transport Planning / Regional Planning / Infrastructure Planning</li> <li>• Must have worked as Team Leader/Project Manager on Town</li> </ul>	1

**SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45)**

Sr.	Key Expert	Qualification and Experience	No of Resources
		Planning scheme / land pooling scheme / master plan / local area plan / similar scheme assignment	
2.	Urban Designer	<ul style="list-style-type: none"> <li>• Masters in Urban Design</li> <li>• Minimum 7 years post qualification experience as mentioned above in Architecture / Urban Design</li> <li>• Must have worked as Urban Designer on Town Planning scheme / land pooling scheme / master plan / local area plan / similar scheme assignment</li> </ul>	1
3.	Transport Planner	<ul style="list-style-type: none"> <li>• Master's degree Transport Planning / Transportation Engineering</li> <li>• Minimum 7 years post qualification experience as mentioned above in transport planning / transportation engineering</li> <li>• Must have worked as Transportation Planner on Town Planning scheme / land pooling scheme / master plan / local area plan / similar scheme assignment</li> </ul>	1
4.	Infrastructure Specialist	<ul style="list-style-type: none"> <li>• Master's in Infrastructure Planning / Engineering (Civil) with minimum 7 years' experience in planning of townships / IT parks (min. 50 acres land area / 200,000 sqm BUA) in relevant setting and in-depth knowledge of the industry, including market trends, regulations, best practices</li> <li>• Must have worked as Infrastructure Planner/Expert on Town Planning scheme / land pooling scheme / master plan / local area plan / similar scheme assignment</li> </ul>	1
5.	Mid-Level Planner	<ul style="list-style-type: none"> <li>• Masters in Planning/ Design/ Architecture (or equivalent qualification)</li> <li>• Minimum 5 years post qualification experience in Master Planning / Urban planning / Urban Design / Transport Planning / Regional Planning / Infrastructure Planning</li> <li>• Must have experience in Town Planning scheme / land pooling scheme / master plan / local area plan / similar scheme assignment and experience in the field of GIS</li> <li>• These resources shall be deployed at BDA office for the project duration.</li> </ul>	1

**SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45)**

Sr.	Key Expert	Qualification and Experience	No of Resources
6.	Junior Planner	<ul style="list-style-type: none"> <li>• Masters in Planning/ Design/ Architecture (or equivalent qualification)</li> <li>• Minimum 3 years post qualification experience in Master Planning / Urban planning / Urban Design / Transport Planning / Regional Planning / Infrastructure Planning</li> <li>• Experience in Town Planning scheme / land pooling scheme / master plan / local area plan / similar scheme assignment will be added advantage</li> <li>• Well-versed with use of Auto cad, QGIS, ArcGIS &amp; similar software is mandatory.</li> <li>• The resources shall be deployed at BDA office for the project duration.</li> </ul>	1
7.	GIS Analyst	<ul style="list-style-type: none"> <li>• B. Arch / B. Plan with minimum 3 years' experience in the field of GIS</li> <li>• Experience in Town Planning scheme / land pooling scheme / master plan / local area plan / similar scheme assignment will be added advantage</li> <li>• Well-versed with use of Auto cad, QGIS, ArcGIS &amp; similar software is mandatory.</li> <li>• The resources shall be deployed at BDA office for the project duration.</li> </ul>	1
8.	Surveyor	<ul style="list-style-type: none"> <li>• Should have minimum 15 years' experience of working in Bhubaneswar.</li> <li>• Well-versed with Bhubaneswar's real-estate sector &amp; the land related matters</li> <li>• Must have an experience of working in the government agency/ body/ sector.</li> </ul>	1

**Note:**

1. Bidders should note that all the above team members are to be deployed for the entire duration of the assignment including 'field time' and 'home time' as per the '**Project Implementation & Staffing Plan**' mentioned in their **Approach & Methodology**.
2. Team members mentioned at serial no 5, 6, 7 and 8 is required to deployed at site for entire duration of the project.
3. Responsibility of bidder is to deliver the project.
4. Bidders should note that team members are required to present at site as per the direction of the client.
5. Bidder should also note that the above team list is just for reference only and bidder will be responsible to deliver the project and to deliver the project in time if any additional resource is required, it is responsibility of the bidder to deploy additional resource and BDA will not pay any additional amount except quoted amount.

## 6. Delivery and Payment Schedule

- a. The payment shall be released upon submission and approval of the following deliverables:

Sr.	Deliverables	Time	Payment
1.	Mobilization for Survey Work	T+1 Month	5%
2.	Completion of all stages for Survey work- and submission of final survey report	T+2 Months	10%
3.	Submission of Preliminary Proposal	T+5 Months	10%
4.	Submission of Draft Town Planning Scheme	T+6 Months	20%
5.	After approval of Draft TP Scheme GoO.	T+8 Months	15%
6.	Submission of Preliminary Town Planning Scheme	T+10 Months	20%
7.	Approval of Preliminary Town Planning Scheme	After approval	15%
8.	Submission & Approval of Final Town Planning Scheme	After approval	5%

- b. *Bidder should note that if any area will increase/decrease from the estimated area mentioned in the scope, then BDA will increase/decrease the quoted fees on proportionate basis.*
- c. No reimbursement shall be made by the Client to the Consultant for any type of any taxes & duties in connection with this contract. The Consultant and Experts are responsible for meeting any, and all tax liabilities arising out of the Contract. The Client

will perform such duties about the deduction of such taxes at source as per rules in force.

- d. Any statutory fees, if any, is required to deposit with the above agencies for obtaining of approval, shall be borne by the BDA.
- e. The Committee formulated to monitor the progress of the assignment may make judgment regarding the quality of services. The payment will be released only after Committees decision and approval on the quality of work as per the deliverable as set forth above.
- f. No separate TA/DA would be payable in addition to Consultancy fee.
- g. The TDS and other taxes as applicable under the law would be deducted by the Client from the amount payable to the consultant.
- h. The consultant shall provide full support for incorporation of any suggestions/instructions given by the Government in respect of the project, in case the same is required to be done after timeframe for the assignment.

**Note:**

- i. *T is the date of signing of Agreement*
- ii. *Basis for payment for stages will be on Lump sum Fees quoted by the consultant*
- iii. *All these timelines are excluding the time required for notification if any or compliance of any statutory requirements and /or the approval process.*
- iv. *Scope of Work or the Timeline given for performance of services may be increased, reduced or altered by the BDA. Any revised scope of work or for any additional/repetitive services for which rates of fees are not available shall be paid on mutually agreed terms and conditions.*

## **7. Clients' inputs and Counterpart Services and Facilities**

1. Services, facilities and property to be made available to the Consultant by the Client:  
Adequate office space shall be provided to the Consultant by the Client with installation of fans/air conditions. The electricity charges shall be paid by the Client.
2. Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: As per requirement and at the request of the Consultant
3. The Consulting firm will be responsible to:
  - Arrange for fully equipped office operation related facilities for project team.
  - Arrange for data collection, survey and investigation, preliminary design, report preparation for aforementioned project.
  - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
  - Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services/job.
4. The equipment/ furniture purchased from the funds provided by the Client shall be the property of the Client and on completion of the project the Consultant shall return all those equipment/furniture in workable condition.



# **SECTION: 4**

## **TECHNICAL PROPOSAL SUBMISSION FORMS**

TECH-1  
**COVERING LETTER**

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To

The Secretary

Bhubaneswar Development Authority

Akash Shova Building, Bhubaneswar-751001, Odisha

**Subject: SELECTION OF AN AGENCY FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45). [TECHNICAL PROPOSAL]**

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 sealed under a separate envelope. 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:**

SELECTION OF CONSULTANCY FIRM FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF  
PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS  
No.-42, 43, 44 & 45)

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_

TECH -2

**Bidder's Organisation (General Details)**

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

Authorized Signatory [In full and initials]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

TECH - 3

**Bidder Organisation (Financial Details)**

Financial Information in INR				
Details	FY 2021-22	FY 2022-23	FY_2023-24	Average
Turnover (in Crores)				
<b>Supporting Documents:</b>  Audited certified financial statements for the last 3 FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)  <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected.</i>				

\_\_\_\_\_  
*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:** \_\_\_\_\_

TECH - 4

**FORMAT FOR POWER OF ATTORNEY**

**(On Bidder's Letter Head)**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organisation) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organisation>**, **<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 <Nos> completed assignments only of similar nature\*\* in any sector during last <Nos> years)**

Sl. no.	Period	Name of the Assignment with details thereof	Name of the Client	*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							

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

*Note: Bidders are requested to furnish the list limited to <Nos>assignments of similar undertaken during the last <Nos> Financial Years (to be decided accordingly) 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 Clients need to be furnished along with the above information.*

TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEREOF**

*Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.*

If no, please certify,

I, hereby declare that our agency as Individual / as a member of any consortium 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 (6).**

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

**Authorized Signatory** *[In full initials with Date and Seal]:* \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_



**TECH -7**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE / SCOPE OF  
WORK**

[The Agency 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 initials with Date and Seal*]: \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

## **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. Past Experience:**

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes past experience of the bidder in similar nature of work, number of assignments of the related nature taken up till date.

#### **D. Staffing 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.

Brief on Experience and qualification of proposed manpower as well as the back-office support team shall be presented during the technical Presentation.

\*CVs of all the manpower shall be provided along with.

**Authorized Signatory** [*In full initials with Date and Seal*]: \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

**TECH -9**

**Format of Curriculum Vitae (CV) for Proposed Key Personnel**

**1. Proposed Position:**

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

**2. Name of Firm:**

**3. Name of Staff:**

**4. Date of Birth:**

**5. Years with Firm:**

**6. Nationality:**

**7. Education:**

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

**8. Membership in Professional Associations:**

**9. Other Trainings:**

**10. Countries of Work Experience:**

**11. Languages:**

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

**12. Employment Record:**

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

From [Year]	To [Year]
Procuring Entity Name	
Position Held	
Details of Task Assigned	

[List all tasks to be performed under this assignment]

### 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 Client	
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 initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

## **SECTION: 5**

# **FINANCIAL PROPOSAL SUBMISSION FORMS**

FIN - 1

**COVERING LETTER**

**(In Bidder's Letter Head)**

[Location, Date]

To

**The Secretary**

**Bhubaneswar Development Authority**

Akash Shova Building, Bhubaneswar-751001, Odisha

**Subject: SELECTION OF AN AGENCY FOR PLANNING & DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45) [FINANCIAL PROPOSAL]**

Sir

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No.\_\_\_\_, Dated:\_\_\_\_\_. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures\*].

The above quoted amount is exclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 Days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

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

Yours faithfully,

**Authorized Signatory**

[In full and initials]

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

*\*Amount must match with the one indicated in Fin-2.*

**Note:**

1. *Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*

**FIN - 2 (Appendix D)**

**SUMMARY OF COST ESTIMATES & FEE QUOTED**

Sr.	Description	Amount (Rs.) (Excluding GST)
1	Lumpsum rate for Consultancy work for carrying out the works of Planning & Designing of Town Planning Scheme Under Zone 4 of Proposed BDA Town Planning Schemes in Bhubaneswar Development Plan Area (BDPA)-Package-3 (TPS No.-42, 43, 44 & 45).	
Total		

Total Costs in words: \_\_\_\_\_

***Note:***

- 1. Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*



## **SECTION: 6**

# **BID SUBMISSION CHECK LIST**

**Annexure - I**

Sr.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL PROPOSAL</b>			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of <b>Rs. 11,800/-</b> as prescribed in the RFP		
4	<b>Rs. 5,00,000/-</b> as prescribed in the RFP		
5	General Details of the Bidder (TECH - 2)		
6	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments		
9	Self-Declaration on Potential Conflict of Interest (TECH- 6)		
10	Comments and Suggestions on the Terms of Reference / Scope of Work (TECH - 7)		
11	Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)		
12	CV of Key Personnel as per TOR (TECH - 9)		
13	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		

**Undertaking:**

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

**Authorized Signatory [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

PERFORMANCE BANK GUARANTEE FORMAT

To

The Secretary

Bhubaneswar Development Authority

Akash Shova Building, Bhubaneswar-751001, Odisha

**WHEREAS** \_\_\_\_\_ (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No \_\_\_\_\_ dated \_\_\_\_\_ to undertake the service \_\_\_\_\_ (description of services) (herein after called “the contract”).

**AND WHEREAS** it has been stipulated by \_\_\_\_\_ (Name of the Client) 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**

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

# SECTION: 7

## STANDARD FORM OF CONTRACT

### *(Draft Agreement)*

*\*Subject to changes before entering into the final Agreement*

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## 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 “**Client**”), of the First Part and, XXXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXXX, State, India (hereinafter called the “**Consultant**”) of the Second Part.

## WHEREAS

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

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

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a. The General Conditions of Contract;
  - b. The Special Conditions of Contract;
  - c. The following Appendices:
    - Appendix A:** Description of Services
    - Appendix B:** Reporting Requirements
    - Appendix C:** Staffing schedule
    - Appendix D:** Cost Estimates
    - Appendix E:** Duties of the “**Client**”
    - Appendix F:** Duties of the Consultant
    - Appendix G:** Minutes of Negotiation Meeting and Letter for Revised Financial Quotation
2. The mutual rights and obligations of the “**Client**” and the **Consultant** shall be as set forth in the Contract, in particular:
  - a) the **Consultants** shall carry out and complete the Services in accordance with the provisions of the Contract; and
  - b) the “**Client**” shall make payments to the Consultant in accordance with the provisions of the Contract.

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



Signed by -----

1. For and on behalf of BDA
2. For and on behalf of XXXXXXXXXX

**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:

- 1.1.1. **"Applicable Law"** means the laws and any other instruments having the force of law in Odisha for the time being.
- 1.1.2. **"Agency"** means any private or public entity that will provide the Services to the "Client" under the Contract.
- 1.1.3. **"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.
- 1.1.4. **"Day"** means calendar day.
- 1.1.5. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- 1.1.6. **"Foreign Currency"** means any currency other than the currency of the "Client's" country.
- 1.1.7. **"GC"** means these General Conditions of Contract.
- 1.1.8. **"Government"** means the Government of Odisha
- 1.1.9. **"Local Currency"** means Indian Rupees.
- 1.1.10. **"Notice"** Written communication sent to Address for communication mentioned in contract.
- 1.1.11. **"Party"** means the "Client" or the Agency, as the case may be, and "Parties" means both of them.
- 1.1.12. **"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).

- 1.1.13. **"Reimbursable expenses"** means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- 1.1.14. **"SC"** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.1.15. **"Services"** means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- 1.1.16. **"Third Party"** means any person or entity other than the "Client", or the Agency.
- 1.1.17. **"In writing"** means communicated in written form with proof of receipt.
- 1.1.18. **"CMC"** means Contract management Committee set up by Authority to Monitor the project.

## 1.2. Relationship Between the Parties

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

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

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

## 1.5. Notices

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

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

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

**1.7. Deleted**

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

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

**1.10. Fraud and Corruption**

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

1.10.1.1. **“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;

1.10.1.2. **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

1.10.1.3. **“Collusive practices”** means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non- competitive levels;

1.10.1.4. **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

**1.10.2. Measures to be taken by the Client**

1.10.2.1. The Client may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;

1.10.2.2. The Client may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a client-financed contract;

**1.10.3. Commissions and Fees**

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

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

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

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

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

**2.6. Modifications or Variations:**

2.6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. 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.

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

## 2.7. Force Majeure

### 2.7.1. Definition

2.7.1.1. 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.

### 2.7.1.2. Force Majeure shall not include

- 2.7.1.2.1. 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
- 2.7.1.2.2. 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.

2.7.1.3. 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 fulfil 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:

2.7.3.1. 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.

2.7.3.2. 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.

2.7.3.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Client", shall either:

2.7.3.4.1. demobilize, or

2.7.3.4.2. 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.

2.7.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

## **2.9. Termination**

2.9.1. **By the "Client":** The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 2.9.1.1. through 2.9.2.12. of this Clause GC 2.9.1.

2.9.1.1. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.

2.9.1.2. 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.

2.9.1.3. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.9.1.4. If the Consultant, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- 2.9.1.5. If the Consultant submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.
- 2.9.1.6. f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- 2.9.1.7. If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- 2.9.1.8. 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.
- 2.9.1.9. if the Consultant fails to confirm availability of Key Experts as set forth in RFP;
- 2.9.1.10. if the Consultant replaces any Key Expert in contravention of the provisions of this Contract;
- 2.9.1.11. if the CMC represents 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;
- 2.9.1.12. If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
  - 2.9.1.12.1. In such an occurrence the “Client” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days in case of the event referred to in 2.9.2.12.
- 2.9.2. **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the “Client”, in case of the occurrence of any of the events specified in paragraphs 2.9.2.1. through 2.9.2.4. of this Clause GC 2.9.2.
  - 2.9.2.1. If the “Client” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
  - 2.9.2.2. 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.
  - 2.9.2.3. If the “Client” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
  - 2.9.2.4. If the “Client” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Client” of the Consultant’s notice specifying such breach.

- 2.9.3. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
- 2.9.4. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Client", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the Consultant:
- 2.9.5.1. If the Contract is terminated pursuant to Clause 2.9.1. (7) to (8) or 2.9.2., remuneration pursuant to Clause GC 6.3 (8) 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;
- 2.9.5.2. If the agreement is terminated pursuant of Clause 2.9.1 (1) to (6), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.
- 2.9.6. **Disputes about Events of Termination:** If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) 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 “Client”, and shall at all times support and safeguard the “Client’s legitimate interests in any dealings.

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

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

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

3.2.1.1. 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.

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

- 3.2.2. **Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3. **Prohibition of Conflicting Activities:** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3. **Confidentiality:** Except with the prior written consent of the "Client", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4. **Insurance to be Taken out by the Consultant:** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Client", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Client's request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5. **Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Client" or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Client" or the Client, if so required by the "Client" or the Client as the case may be.
- 3.6. **Consultant's Actions Requiring "Client's Prior Approval:** The Consultant shall obtain the "Client's prior approval in writing before taking any of the following actions:
- 3.6.1. Any change or addition to the Personnel listed in Appendix C.
- 3.6.2. **Subcontracts:** The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the

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

**3.7. Reporting Obligations:** The Consultant shall submit to the “Client” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered as per the instructions of the “Client”.

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

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

**3.10. Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the 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. Description of Personnel:

4.2.1. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his/her name is listed as well.

4.2.2. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Client", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(2) of this Contract. Any other such adjustments shall only be made with the "Client's written approval.

4.2.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Client" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(2) of this Contract, this will be explicitly mentioned in the agreement.

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

##### 4.4. Removal and/or Replacement of Personnel:

4.4.1. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel after deployment. It may be noted that the Principal Designer/Project Manager/Team Leader proposed for the Project shall be available for the entire duration of the Project. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace more than 1 Core Personnel in the first

12 (twelve) months, a penalty of 5% of the professional fee quoted for that Core Personnel of the remaining tenure (period for which the replacement is being made) shall be imposed by the Client, the Consultants shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the client shall be sought atleast 1 month prior intends to replace any of the key personnel. The consultant shall ensure that any such activity of replacement of the Key personnel will not delay or affect the progress and quality of the service by the Consultant.**

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

**Allowable change limit for key professional is once (1) for the entire project duration of 24 months.**

*However, penalty provision shall not be applicable, if, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Core Personnel.*

- 4.4.2. If the "Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the "Client"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Client". The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.
- 4.4.3. Any of the Personnel provided as a replacement under Clauses (1) and (2) of 4.4. 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.
- 4.4.4. In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The "Client" reserves the right to verify all information.

4.5. Deleted

## 5. OBLIGATIONS OF THE “CLIENT”

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

- 5.1.1. 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.
- 5.1.2. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.
- 5.1.3. 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.
- 5.1.4. 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(2).

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

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

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

## 6. PAYMENTS TO THE CONSULTANT

### 6.1. Total Cost of the Services

- 6.1.1. The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Client and as negotiated thereafter.
- 6.1.2. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(3), payments under this Contract shall not exceed the amount specified in Appendix-D.
- 6.1.3. Notwithstanding Clause GC 6.1(2) hereof, if pursuant to any of the Clauses GC 4.2(3) 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(1) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(2) 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:

- 6.3.1. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released after the approval of the committee of the deliverable.
- 6.3.2. In case of Assignment based services, like market assessment, feasibility reports etc., the consultant shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the consultant without further delay.
  - 6.3.2.1. **Final Payment:** The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Client" within

thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.

6.3.2.2. For the purpose of payment under Clause 6.3 (2) above, acceptance means; acceptance of the deliverables by the Client after submission by the consultant and the consultant has made presentation to the Client (if presentation is required) with /without modifications to be communicated in writing by the Client to the consultant.

6.3.3. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

6.3.4. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Client to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.

6.3.5. In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:

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

## 7. FAIRNESS AND GOOD FAITH

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

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



Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

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

8.2. **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.

8.3. Arbitration proceedings shall be held in Bhubaneswar, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

## 9. LIQUIDATED DAMAGES

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 amounts of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

9.3. The liquidated damages shall be applicable under following circumstances: (in case of Assignment based service)

- 9.3.1. 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.
- 9.3.2. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (5), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

*However, the above provisions shall not be applicable if the delays which are beyond the control of consultants or any delays due to Review and Approval procedure by Client will not be considered under this clause.*

## 10. MISCELLANEOUS PROVISIONS:

- 10.1. "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.
- 10.2. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 10.3. The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 10.4. 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 Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- 10.5. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 10.6. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- 10.7. The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

10.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.

10.9. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

#### **11. Limitation of the Consultants' Liability towards the "Client"**

11.1. In case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

11.1.1. for any indirect or consequential loss or damage; and

11.1.2. for any direct loss or damage;

11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder **OR**

11.1.2.2. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **11.1.2.1.** or **11.1.2.2.** is higher.

### III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The addresses are:</p> <p>1. "Client": Bhubaneswar Development Authority (BDA), Ashok Shova Building, Sachivalay, Bhubaneswar - 751001.</p> <p>Attention: Secretary</p> <p>2.</p>
2.	1.8	<p>The Authorized Representatives are:</p> <p>For the "Client":</p> <p>For the Consultant:</p>
3.	2.1	<p>1. Signing of Contract Agreement</p> <p>2. Client's notice to the Consultant instructing the Consultant to begin carrying out the Services</p>
4.	2.2	The time period shall be 15 days.
5.	2.3	The time period shall be 10 days.
6.	2.4	The time period shall be XXXXX months from the 'Effective Date'
7.	3.4	<p>The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, should be insured as per existing Motor Vehicles Act:</p> <p>(a) Third Party liability insurance, with a minimum coverage of INR Ten Lakhs;</p> <p>(b) Professional liability insurance to cover the Client against any loss suffered by the Client due to the professional</p>

**SELECTION OF CONSULTANCY FIRM FOR DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44 & 45)**

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>service provided by the Consultant, with a minimum coverage of INR XXXXXXXXXXXXXXXXXXXX;</p> <p>(c) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p>
8.	4.5	
9.	5.1	1.
10.	6.1. (2)	The ceiling in local currency is INR XXXXXXXXX Only
11.	6.3	The Client shall approve Deliverables / Raise objections within 30 days of receipt of the Deliverables.
	6.3.(6)	The account details of the Consultant are as follows:
<p>For lump-sum contracts (ie. INR XXXXXXXXXXXX only) payment will be made based on milestones indicated for each such activity</p> <p><b>Activities:</b></p>		
12.	8.3	The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India.
13.	10	<b>10. MISCELLANEOUS PROVISIONS:</b>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>10.1. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.</p> <p>10.2. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>10.3. The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>10.4. 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 Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.</p> <p>10.5. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>10.6. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>Contractor/Consultant.</p> <p>10.7. The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>10.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>10.9. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.</p>
14.	11	<p><b>11. Limitation of the Consultants' Liability towards the "Client"</b></p> <p>11.1. In case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>11.1.1. for any indirect or consequential loss or damage; and</p> <p>11.1.2. for any direct loss or damage;</p> <p>11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder <b>OR</b></p>

SELECTION OF CONSULTANCY FIRM FOR DESIGNING OF TOWN PLANNING SCHEME UNDER ZONE 4 OF PROPOSED  
BDA TOWN PLANNING SCHEMES IN BHUBANESWAR DEVELOPMENT PLAN AREA (BDPA)-PACKAGE-3 (TPS No.-42, 43, 44  
& 45)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		11.1.2.2. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of <b>11.1.2.1.</b> or <b>11.1.2.2.</b> is higher.



## **IV. APPENDICES**

### **Appendix A: Description of the Services**

**Details as per TOR**

## **Appendix B: Reporting Requirements**

**Please refer TOR**

## **Appendix C: Staffing Schedule**

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/ shall working all working days as per Government of Odisha Calendar and as required by the Client for completion of work. The Consultants hours of work normally shall match with that of Authority's office hours. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

## **Appendix D: Total Cost of Service In**

## **SECTION: 8**

### **Procedure for E- Tendering**

## Procedure to participate in online bidding- e-procurement

### 1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. **THE PORTAL REGISTRATION OF THE BIDDER/ FIRM IS TO BE AUTHENTICATED BY THE STATE PROCUREMENT CELL AFTER VERIFICATION OF ORIGINAL VALID CERTIFICATES/ DOCUMENTS SUCH AS (I) PAN AND (II) REGISTRATION CERTIFICATE (RC)/ GST REGISTRATION CERTIFICATE AND GSTIN (FOR PROCUREMENT OF GOODS) OF THE CONCERNED BIDDER. THE TIME PERIOD OF VALIDITY IN THE PORTAL IS AT PAR WITH VALIDITY OF RC/ GST REGISTRATION CERTIFICATE AND GSTIN. ANY CHANGE OF INFORMATION BY THE BIDDER HAS TO BE RE-AUTHENTICATED BY THE STATE PROCUREMENT CELL. AFTER SUCCESSFUL AUTHENTICATION, THE BIDDER CAN PARTICIPATE IN THE ONLINE BIDDING PROCESS.**

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

- a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- b) The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear on the "Active Tenders" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for a specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
- c) The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

- 1.1 Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5 A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6 The bidder may ask questions related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while up-loading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8 Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 1.9 The system generates a mail to those bidders who have already uploaded their tenders and those bidders, if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/

cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/ documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.

## **2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:**

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

- 2.1 The EMD or Bid Security payable along with the bid is as mentioned in the bid document.
- 2.2 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.3 The Government of Odisha has introduced e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids".

## **3. FORMAT AND SIGNING OF BID:**

(Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.



The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last-minute problem of power failures etc.

- 3.1 The Bidder shall go through the Bid carefully and list the documents that are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.
- 3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been uploaded in an appropriate place, he clicks the submit button to submit the bid to the portal.
- 3.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after the due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.4 In the e-procurement process each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.
- 3.5 The Bidder should ensure clarity of the document uploaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid, if so, desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

#### **4. SUBMISSION OF BIDS: -**

- 4.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 4.2 Bidders are to submit only the original BOQ ( in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the

bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

- 4.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 4.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 4.5 The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 4.6 Bids cannot be submitted after the due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 4.7 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 4.8 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bid.
- 4.14 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer Inviting the Bid.
- 4.15 The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/bogus, his

EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

**5. SECURITY OF BID SUBMISSION:**

- a. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- b. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

**6. DEADLINE FOR SUBMISSION OF THE BIDS:**

- 6.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer inviting the Bid.

**7. RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

**8. LATE BIDS:**

- 8.1 The system shall reject submission of any bid through portal after closure of the receipt time. For all purposes the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

**9. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

9.2 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

## **10. OPENING OF THE BID:**

10.1 Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers' private key will be required to open the bids and all the openers have to log on to the portal during that time.

10.1.1 The bidders who participated in the online bidding can witness the opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

10.1.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

10.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

10.3 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

10.4 The Bid openers, who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers log on the portal with their DSC the Tender cannot be opened.

10.5 In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

## **11. EVALUATION OF BIDS: -**

11.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical

nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

- 11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 11.4 Immediately, on receipt of these clarifications, the Evaluating Officers, predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid, if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass it on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 11.6 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.
- 11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wishes to be present.
- 11.10 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

- 11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

## **12. CLARIFICATION AND NEGOTIATION OF BIDS:**

- 12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ...) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

## **13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- 13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.
- 13.2 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 13.4 If the L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application

will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted y the L1 bidder, otherwise the tender will be cancelled.

#### **14. BLOCKING OF PORTAL REGISTRATION**

- 14.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 14.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight of the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 14.4 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 14.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 14.6 Fails to execute the agreement within the stipulated date.
- 14.7 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
- 14.8 Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
- 14.9 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

#### **DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.

**Secretary**  
**Bhubaneswar Development Authority**