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BY E-MAIL/POST

GOVERNMENT OF ODISHA
HOUSING & URBAN DEVELOPMENT DEPARTMENT

No.HUD-PROJ-SCH-0045/2016/18618 /HUD, Bhubaneswar, dated 17.8.17

From

Shri Prem Kumar Jha, IFS
Special Secretary to Government.

To

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Sub: Formation of a Project Management Unit (PMU) in Housing & Urban Development Department for ICT interventions to strengthen Urban Governance initiatives-Request for submission of proposal from the empanelled Agencies of E& IT Dept.

Sir

I am directed to invite a reference to the Electronic and Information Technology Department, Government of Odisha, Order No. 1329/E&IT dated 06.04.2017 and subsequent letter No.1581 dated 17.07.2017 and to say that your organization is one of the empanelled firms in the Tier-I (Consulting) for providing support on overall project requirement like process study, conceptualisation, preparation of Detail Project Report (DPR), RFP preparation, Bid Process Management, Project Management, Project Monitoring and Evaluation, SLA Monitoring, Change Management, Review the functional requirement study (FRS) and System Requirement Study (SRS) etc. on various e-Governance initiatives undertaken by the Departments of Government.

Contd.. Page 2

It is to inform that, Housing & Urban Development Department, Govt. Of Odisha is implementing a number of e-Governance projects like Odisha Urban Local Bodies Automation System (e-Municipality), Online Single Window Building Plan Approval System, National Mission Mode Projects etc. in the Urban Local Bodies (ULBs) & Planning Authorities of the State which is required to be supported by a PMU in order to have effective monitoring and systems improvement for efficient delivery of urban services.

Hence, as a part of the Selection Process, the H & UD Department invites the offers of the Empanelled Agencies Notified by Electronic and Information Technology Department, Government of Odisha vide their Order No. 1329/E&IT dated 06.04.2017 & Letter No.1581 dated 17.07.2017 for which the RfP document has been attached as Annexure-I for your reference and necessary action. In this regard, the required support & expected outcomes on e-governance initiatives will be presented at the pre-bid meeting scheduled to be held on 24.08.2017 at 11.00 AM in the Conference hall of H & UD Department in the Secretariat of Bhubaneswar for your better appreciation.

The softcopy of the RfP document is also available in <urbanodisha.gov.in>

Encl: As above

Yours faithfully,



Special Secretary to Government



Request for Proposal

Selection of a Project Management Unit for ICT interventions to strengthen Urban e-Governance Activities

RFP No. 18617 Dated 17.08.2017

Date of Release of RFP	17.08.2017
Date of Pre-bid Meeting	24.08.2017 at 11 AM
Last date of Submission of RFP	08.09.2017 by 3 PM

**Housing and Urban Development Department
Government of Odisha**

August 2017

Disclaimer

Housing and Urban Development Department (H&UDD), Govt. of Odisha has prepared this document to give the interested parties the background information on Selection of a Project Management Unit for ICT interventions to strengthen Urban e-Governance.

While H&UDD has taken due care in the preparation of the information contained herein and believes it to be accurate, neither H&UDD nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information given in this document in submitting the RFP.

H&UDD reserves the right not to proceed with the selected consultant at any point of time or to change the configuration of the project to alter the timetable reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

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Notice Inviting Tender

The Housing and Urban Development Department, Government of Odisha (hereinafter called "Client") invites technical proposal from eligible agencies for setting up a Project Management Unit (PMU) for ICT interventions to strengthen Urban e-Governance Activities for HUDD.

1. It is proposed to appoint a Project management consultant for carrying out the above work. Bidders are required to submit a technical proposal and evaluation will be carried out based on the evaluation criteria as specified in the RFP document.
2. Interested Bidders may also download the complete Request for Proposal (RFP) document from the website **www.urbanodisha.gov.in** from **17.08.2017**
3. A pre-bid meeting is proposed **on 24th August 2017 at 11:00 AM (1100 hours)** in the Conference Hall, Housing & Urban Development Department, 1st Floor, State Secretariat, Annex-B, Bhubaneswar-751001, to address queries from interested bidders.
4. Interested bidders may submit their proposals along with a refundable EMD/Security Deposit of **Rs. 1(One) Lakh** as prescribed in the RFP document. No proposal without the EMD will be accepted. The tender should also be accompanied with a tender fee of **Rs. 1000**(Rs. One Thousand only) in the form of demand draft (DD), drawn on any Nationalized/ Scheduled Bank, in favour of **State Level Nodal Agency ,H & U Dev.Deptt.Secretariat,BBSR payable at Bhubaneswar**. Proposals without EMD/Security Deposit and the tender fee will be treated as ineligible.
5. Sealed complete proposal will be received at the address mentioned below on any working day on and before **08th September 2017 by 3 PM**. Proposals may be sent through Registered Post/ Speed Post/ Courier/ By Person. No other channel for submission of proposal is allowed. The Technical Proposals of the Bidders will be opened on the same day at **4:00 PM (1600 Hours)**
6. Address for submission of proposals: **The Under Secretary to Government (Project & Reforms), Housing, and Urban Development Department, Govt. of Odisha, 1st Floor, State Secretariat, Annex-B, Bhubaneswar - 751001**
7. Please note that no liability will be accepted for difficulties in and/ or incomplete download of the Tender document.

**Housing & Urban Development Department, Govt. of Odisha
1st Floor, State Secretariat, Annex-B,
Bhubaneswar-751001**

Invitation for Bid

RFP No:

Letter No:

Bhubaneswar, Dated: 17th Aug 2017

Sealed proposals are invited by the Housing and Urban Development Department, Government of Odisha from amongst the Tier-I empanelled consultancy firms/ agencies by department of IT, Government of Odisha for setting up Project Management Unit (PMU) for ICT interventions to strengthen Urban e-Governance, for a period of three years, to be selected on Quality Based Selection (QBS) process. The bidders have to submit technical proposal only. Further details of the services requested are provided in the attached RFP.

1. Completed Proposal for the work in prescribed format shall be received up to **08th Sept 2017 up to 3:00 PM (1500 Hours)**. The sealed proposals can be sent well in advance by registered post or speed post or in person to the office of **The Under Secretary to Government (Project & Reforms), Housing and Urban Development Department, Govt. of Odisha, 1st Floor, State Secretariat, Annex-B, Bhubaneswar - 751001 Email: ushuddodisha64@gmail.com**. Bidders can also submit proposal by hand to above office for which necessary gate pass can be issued for submission of offer.
2. The Proposal received shall be opened on **11th September 2017 by itself at 4:00 PM (1600 Hours)**, in the presence of representatives of bidders. Bidders are requested to ensure the presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.
3. This RFP includes the following documents:
 - i. This Letter of Invitation
 - ii. Proposal Procedures (Part-I)
 - a. Instructions to Bidders (Annexure - I)
 - b. Data Sheet and Check List (Annexure - II)
 - iii. Proposal Submission Standard Forms (Part-II)
 - a. Qualification Documents Submission Forms & Technical Proposal Submission Forms
 - iv. Terms of Reference (ToR) (Part-III)
 - v. Draft Contract (Part-IV)
4. While all information/ data given in the RFP are, to the best of the Client's knowledge are accurate within the consideration of scope of the proposed contract, the Client holds no responsibility for accuracy of information and it is the responsibility of the Bidder to check the validity of information/ data included in this document.
5. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.

Interested Bidders may obtain further information from the office of **The Under Secretary to Government (Project & Reforms), Housing and Urban Development Department, Govt. of Odisha, 1st Floor, State Secretariat, Annex-B, Bhubaneswar - 751001 Email: ushuddodisha64@gmail.com**.

SD/-

Housing and Urban Development Department, Government of Odisha

Part I

Proposal Procedures

Annexure I- Instructions to Bidders

1. Introduction

- 1.1. These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 1.2. The Bidder to submit Technical Proposal and selection shall be based on QBS.
- 1.3. The Bidder shall submit only one Proposal in its own name. Consortium is not allowed
- 1.4. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.5. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the contract without thereby incurring any liability to the bidder.
- 1.6. In no case, sub-letting or subcontracting of "overall works" would not be accepted.

2. Conflict of Interest

The Empanelled Agency will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work / assisted by the Empanelled Agency or its personnel, till the duration of their Contract with the Client in the department in which the Empanelled Agency is providing its services under this Contract. The Empanelled Agency would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects Bid Process (downstream activities) falling within the Scope of Work assisted by the Empanelled Agency or its personnel, till the duration of their Contract with the Client. The empanelled agency, if selected for any consultancy work, shall not be allowed to work in any downstream activity like application development, maintenance, support, hardware/software supply etc. in the same project. Similarly, the Empanelled Agency selected as the consultant shall not be allowed to work as (Third Party Auditor) TPA and vice-versa in the same project.

3. Disclosure

- 3.1. 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.

- 3.2. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or judicial proceedings 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.
- 3.3. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulatory or professional body to have committed professional misconduct;
 - b) Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
4. **Anti-corruption Measure**
 - 4.1. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of Technical Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
 - 4.2. 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 H & UD Dept. shall blacklist the Bidder either indefinitely or for a stated period of time, disqualifying it from participating in any Government of Odisha related bidding for the said period.
5. **Pre-Bid Conference**

The Client shall organize a Pre-Bid Conference on Date: **24th August 2017** Time: **11:00 AM (1100 Hours)**, Place: **Conference Hall, Housing & Urban Development Department, 1st Floor, State Secretariat, Annex - B, Bhubaneswar - 751001**. Interested/prospective Bidders may attend. Bidders will be requested to send their queries prior to Pre-Bid Meeting to email id- **ushuddodisha64@gmail.com**.
6. **Amendment of the RFP document**
 - 6.1 At any time before deadline for submission of Proposals, the Client may amend the RFP by issuing an addendum/Pre-Bid Clarifications through e-mail and/or web hosting in the H & UD Dept. website i.e. **www.urbanodisha.gov.in**.
 - 6.2 Any such addendum/Pre-Bid Clarifications will be binding on all the Bidders & will be integral part of Agreement
 - 6.3 To give Bidders reasonable time in which to take an addendum/Pre Bid Clarifications into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals.
7. **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.

8. 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.

9. Taxes

The Bidder may be subject to taxes (except GST) on amounts payable by the Client under the Contract, which is to be borne by the bidder.

10. Submission of Proposal

10.1 Proposals must be received on or before the deadline specified in the Data Sheet.

Proposal received after due date or not super scribing subject line on the outer envelope or opened will be summarily rejected.

10.2 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

11. Earnest Money Deposit

11.1 The Bidder shall furnish as part of its Proposal, an EMD / Bank Guarantee of Rs 1(One) Lakh in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the **State Level Nodal Agency, H & U Dev. Deptt. Secretariat, BBSR payable at Bhubaneswar**. The EMD will be returned to all bidders except the successful bidder after one month of signing the Agreement with selected Bidder.

11.2 The successful Bidder shall submit a irrevocable Performance Guarantee for an amount equal to **10%** of the value of the Contract with validity for 36 months from date of signing of Agreement in the form of a Bank Guarantee from scheduled commercial bank of India and the EMD will be returned thereafter. The Performance Guarantee shall be returned after the Consultancy Services is satisfactorily completed by the Consultant.

11.3 Client shall not be liable to pay any interest on the EMD and the same shall be interest-free.

11.4 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to Client's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by Client under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices specified in this RFP;
- b) If a Bidder withdraws or modify its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment due to the reason solely attributed to the bidder; or
- d) If the Bidder is found to have a Conflict of Interest as specified in this RFP and during the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid; and
- e) If the selected bidder commits breach of the Agreement

- f) If the Bidder submitted CVs and credential in support of project experience and on subsequent enquiry found false.

12. Documents comprising the Proposal

12.1 Qualification Documents

1. Qualification Documents Proposal Submission Form
2. Original copy of Demand draft for the Earnest Money Deposit and Tender fee.
3. Power of Attorney to sign the Proposal
4. Technical Qualification Forms
5. Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted.

12.2 Technical Proposal

1. Tech-1
2. Tech-1A: Synopsis of Technical Proposal
3. Tech-2 (Tech-2A, Tech-2B)
4. Tech-3 (Tech-3A, Tech-3B)
5. Tech-4
6. Tech-5

13. Proposal Validity

13.1 Proposals shall remain valid for a period of 180 days commencing with the deadline for submission of Technical Proposals as prescribed by the Client.

13.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.

14. Format and Signing of Proposals

The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for Technical Proposals should be submitted as per the formats provided in the RFP. An authorized representative of the Bidders shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The Technical Proposal shall be submitted in the Physical form in original along with copies. The signed Technical Proposal shall be marked "ORIGINAL" and "COPY", as applicable. The Bidder must submit the Qualification Documents & Technical Proposal: Original Copy and one photocopy of the original.

15. Deadline for Submission of Proposals

The Client may, at its discretion, extend the deadline for the submission of Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

16. Late Proposals

The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

17. Confidentiality

17.1 From the time the Proposals are submitted to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Qualification

Documents, Technical Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

- 17.2 Any attempt by Bidders or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 17.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

18. Limitation of Liability

- 18.1 Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.
- 18.2 Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the consultant under this Agreement shall not exceed the contract value of the consultant under this Agreement.

19. Evaluation of Offers:

- 19.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet.
- 19.2 At the opening of the Qualification Document Proposals, the following shall be read out:
1. the name and the country of the Consultant;
 2. the presence or absence of a duly sealed envelope with the Technical Proposal ;
 3. any modifications to the Proposal submitted prior to proposal submission deadline, the modified proposal should be submitted along with Authorized Signatory/Power of Attorney holder of original Proposal;
 4. any other information deemed appropriate or as indicated in the Data Sheet.
- 19.3 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents and Technical Proposals.
- 19.4 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal's Qualification

Documents shall be evaluated. If any Qualification documents contain information which are ambiguous in nature or incomplete in nature, the Evaluation Committee may ask clarifications to Bidder to substantiate the Qualification Documents submitted earlier but no additional qualification documents will not be entertained during Technical evaluation. The Consultants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be eligible for technical evaluation of the Proposal. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the data sheet.

19.5 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered responsive to the RFP and TOR .

20. Quality Based Evaluation (QBS): In the case of QBS, the total score is calculated based on the technical proposal and instructions in the Data Sheet. The Bidder who's Technical Proposals gets a highest score shall be considered as successful Bidder for issuance of Letter of Award.

21. Negotiations

21.1 Availability of Key Experts

1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

21.2 Technical Negotiations

1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the particular conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. Conclusion of Negotiations

22.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to

the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

23. Award of Contract

23.1 After completing the negotiations, the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet.

23.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

24. Client's Right to Accept any Proposal, and to Reject any or all Proposals

The Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Annexure II – Data Sheet and Check List

A. Data Sheet

1.	Title of Consulting Service: Project Management Unit for ICT interventions to strengthen Urban e-Governance for a period of three years.
2.	Name of the Client: Housing & Urban Development Department, Government of Odisha
3.	Method of selection: Quality Based Selection (QBS)
4.	<p>Details of the Pre-bid Meeting: Date: 24th August 2017 Time:11:00 AM (1100 Hours) Place: Conference Hall, Housing & Urban Development Department, 1st Floor, State Secretariat, Annex-B, Bhubaneswar-751001 Contact Person: The Under Secretary to Government(Project & Reforms), Housing and Urban Development Department, Govt. of Odisha Email: ushuddodisha64@gmail.com</p>
5.	<p>Consortium: No Consortium is allowed</p> <p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>
6.	Validity of the Proposal: Proposals must remain valid for 180 calendar days after the proposal submission deadline
7.	<p>Details enclosed in one Envelope: Qualification Documents :</p> <p>a) Registration</p> <p>b) The Bidder shall be a company as specified in Companies Act, 1956/2013 or a company incorporated under equivalent law abroad or a society registered under The Societies Registration Act, 1860 or a trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 with at least five years of operations as on April 1, 2017. Certificate of incorporation in accordance with provisions of relevant Act, along with Bye-laws to be enclosed.</p> <p>c) Bidder must have a valid GST registration in India. The Bidder shall be required to submit a true copy of its GST registration certificate along with the Proposal.</p> <p>d) The Bidder to submit Tender fee and EMD in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the State Level Nodal Agency,H & U Dev.Deptt.Secretariat,BBSR payable at Bhubaneswar.</p> <p>e) Power of Attorney to sign the Proposal</p> <p>f) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted.</p>

Technical Proposal			
Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:			
Relevant Experience			
Sl. No	Evaluation Criteria	Maximum Marks	Distribution of Marks
1.	eGovernance IT Consultancy projects (Completed/Ongoing) in the field of Urban development/ Municipality with Consultancy Fee above Rs25 Lakhs per Project for which the scope should include RFP Preparation, Bid process management for selection of System Integrator and Program Management in India. In case of on-going Project fee received for work done for the Project must be above Rs.25 lakh.	25	For one eligible Project :5 Mark Maximum Five Eligible Project Marks :25 Marks
2.	E Governance IT Consultancy projects with Consultancy Fee above Rs25 Lakhs per Project for which scope should include RFP Preparation, Bid process management for selection of System Integrator and Program Management. In case of on-going Project, fee received for work done for the Project must be above Rs.25 lakh.	5	For one eligible Project :5 Mark
Proposed Team			
Sl. No	Type of resource	Maximum Marks	Distribution of Marks
	Sr. Consultant - Project Manager (Technology Management)	10	>4 years IT consulting experience in Urban sector out of Total experience 10 Years- 4 marks with Preferably PMP/Prince-2 certified-1 Mark Preferably MBA/MTech-2 Mark Preferably Certification in the area of solution

Project Management Unit for ICT interventions to strengthen Urban e-Governance

			architecture/ Database/SDLC - 1 Mark Completion of two Project involving PMC Work of e-Governance Implementation in State level-2 Marks (1 Mark for One Project)
	Sr. Consultant (Business Process Re-engineering)	10	>4 years of Experience in urban sector out of Total Experience 10 Years -4 Marks Preferably PMP/Prince-2 certified-1 Mark Preferably MTech/FPM/FCA-1 Mark > experience in executing BPR exercise for Government/ Quasi-Government/ PSUs for two Projects- 4 Marks (Two marks for each Project)
	Sr. Consultant (Change Management and Capacity Building)	10	>4 years of experience in Urban Sector out of total experience of 10 years-4 Marks With Preferably PMP/Prince-2 Certified-1 Mark Preferably FPM-1 Mark >Experience in executing Change Management and Capacity Building Exercise for Govt/PSU/Urban sector for Three Projects -4 Marks(Two marks for each Project)
	Domain Consultant (Working Group- Monitoring & Evaluation)	5	>2 years of experience in Urban Sector out of total experience of 7 Years- 2 Marks Preferably > MTech-1 Mark > Experience in one Urban sector projects in M & E activity-2 mark
	Domain Consultant (Working Group- Technology & System Architecture)	5	2 years of experience in Urban Sector out of Total Experience of 7 Years- -2 Marks Preferably > CCNA,CCNP,MCSA-1 Mark > Experience in One Urban sector project involving Networking, WAN, System Architecture - 2 mark
	Domain Consultant (Social Media Management)	5	>7 years of experience-2.5 Marks > Experience in One Urban sector projects involving Social Media management- 2.5 mark
	Sr. Consultant (Cyber Security)	5	>4 years of experience in Urban Sector out of total experience of 10 years-2 Marks CISA/CCNSP/CISP/CISM/CEH/ISO27000 certified-1 marks

			> Experience in two Urban sector projects involving Information Security- 2 mark
	Professional Proposed not having minimum Qualification or Minimum Experience specified in TOR, the marking for the same professional will be zero. In the event the firm became the successful bidders, the firm has to submit replacement personnel for this position meeting minimum requirement specified in TOR during Negotiation Stage.		
	Presentation on Approach Methodology, Project Plan and Relevance of Prior Experience in the proposed assignment		20
8.	Method of Evaluation of the Proposal: Quality Based Selection		
9.	Address for Submission of Proposals: The Under Secretary to Government(Project & Reforms), Housing and Urban Development Department, Govt. of Odisha Email: ushuddodisha64@gmail.com		
10.	The Client's Representative is: The Under Secretary to Government(Project & Reforms), Housing and Urban Development Department, Govt. of Odisha Email: ushuddodisha64@gmail.com		
11.	The Client shall organize a Pre-Bid Conference on Date: 24th August 2017 Time: 11:00 AM (1100 Hours) , Place: Conference Hall, Housing & Urban Development Department, 1st Floor, State Secretariat, Annex - B, Bhubaneswar - 751001 for clarifying, answering queries on the provisions of the RFP.		
12.	The Bidder is required to include with its proposal a written confirmation of authorization to its representative to sign on behalf of the Bidder: YES		
13.	Joint Ventures or Consortium offer: - Consortium is not allowed		
14.	A Bank Guarantee is to be submitted by the winning Bidder before signing of Contract: YES		
15.	The amount will be 10 percent of the total contract value; the same will be provided in the form of a Bank Guarantee (BG) as per format is given in Annexure F, valid for 36 months. Beneficiary of Bank Guarantee will be made in the name of The Under Secretary to Government (Project & Reforms), Housing and Urban Development Department, Govt. of Odisha. On submission of above BG, the EMD submitted is to be refunded.		
16.	Proposals must be submitted no later than the following date and time: 08th September 2017 by up to 3:00 PM (1500 Hours)		
17.	Date and time for public opening of the Qualification Documents of the 11th September 2017 at 3:00 PM (1500 Hours).		
18.	Date and time for the public opening of the Technical Proposals received: To be communicated to the bidder whose qualification documents are found to be in conformation with Notice Inviting Tender.		

Project Management Unit for ICT interventions to strengthen Urban e-Governance

19.	Expected date/month for commencement of consulting services: September 2017
20.	Expected date/month for completion of consulting services: End of September 2020

Part II

Proposal Submission

Standard Forms

Qualification Documents Submission Forms

APPENDIX-1: QUALIFICATION DOCUMENTS PROPOSAL SUBMISSION FORM

[On the Letterhead of the Applicant (Lead Member in case of Consortium)]

Letter No.:

Place:

Date:

From:

[Name of Consultant with Complete Address of Communication]

To

The Under Secretary to Government (Projects and Reforms),
Housing and Urban Development Department, Govt. of Odisha, State Secretariat,
Bhubaneswar - 751001
Email: ushuddodisha64@gmail.com

Subject: Selection of a Project Management Unit (PMU) for ICT interventions to strengthen Urban e-Governance for a period of three years.

With reference to your RFP document dated....., I/we, having examined the RFP and understood its contents, hereby submit our proposal

1. The technical proposals are unconditional and unqualified.
2. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to HUDD any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of HUDD to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated for breach on our part.

7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by HUDD.
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2 of the RFP document;
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender issued by or any agreement entered into with HUDD or any other public sector enterprise or any government, Central or State;
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders.
9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/employees.

13. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate HUDD of the same immediately.
14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by HUDD in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The Bid Security of Rs.1,00,000/- (Rupees One Lakh) & Document Fee of Rs.1,000/-(Rupees One Thousand) in the form of demand draft, in accordance with the RFP document.
16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. We agree to keep this offer valid for 180 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favor of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appedix-2 .
19. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by Housing & Urban Development Department or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. We agree and undertake to abide by all the terms and conditions of the RFP document including Pre-Bid Clarification & Addendum.
21. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)

(Name and stamp of Bidder)

APPENDIX 2: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION.

(On Non - Judicial Stamp paper of Rs 100/- or such equivalent amount and d.ocument duly attested by notary public)

Power of Attorney

Know all men by these presents, we {Insert name and address of the registered office} do hereby constitute, appoint and authorise Mr. / Ms..... {Insert name and residential address} who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for Project Management Unit (PMU) for ICT interventions to strengthen Urban e-Governance in the State of Odisha.(the "Project"), including signing and submission of all documents and providing information / responses to Housing and Urban Development Department, Govt. of Odisha, representing us in all matters before Housing and Urban Development Department, Govt. of Odisha, and generally dealing with all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things are done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title, and Address)

Accepted

_____ (Signature)

(Name, Title, and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX 3: FORMAT FOR AFFIDAVIT CERTIFYING THAT CONSULTANT (CONSULTING FIRM)/ DIRECTOR(S) OF CONSULTING FIRM ARE NOT BLACKLISTED

(On a Stamp Paper of relevant value duly attested by Notary Public)

Affidavit

IM/s. (Sole Applicant), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on _____.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated thisDay of, 2017

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Technical Proposal Submission Forms

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

<u>Form</u>	<u>Description</u>
TECH-1	Technical Proposal Submission Form.
TECH-1A	Synopsis of Technical Proposal
TECH-2	Consultant's Organization and Experience.
TECH-2A	A. Consultant's Organization
TECH-2B	B. Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and Facilities to be provided by the Client.
TECH-3A	On the Terms of Reference
TECH-3B	On Facilities
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM.

[On the Letterhead of the Applicant]

Letter No.:

Place:

Date:

From:

[Name of Consultant with Complete Address of Communication]

To

The Under Secretary to Government(Projects & Reforms),
Housing and Urban Development Department, Govt. of Odisha,
State Secretariat, Annex-B, Bhubaneswar – 751001

Email: ushuddodisha64@gmail.com

Subject: Selection of a Project Management Unit (PMU) for ICT interventions to strengthen Urban e-Governance for HUDD, Odisha.

With reference to your RFP document dated....., I/we, having examined the RFP and understood its contents, hereby submit our proposal

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated **17/08/2017** and put forward our proposal for QBS mode of selection. We are hereby submitting our Technical Proposal in specified format sealed in an envelope.

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 180 days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; and placed by the Housing and Urban Development Department, Govt. of Odisha. The Proposal has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

I confirm that I have the authority of {Insert Name of the Agency/ Institution} to submit proposals/tenders and to clarify any details on its behalf.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: In the capacity of:

TECH-1A: SYNOPSIS OF TECHNICAL PROPOSAL

A. General Details:

SN	Name of the organization/ Firm/ Institute	
1.	Permanent address Tel: Fax: Email id:	
2.	Name of the Authorized person for submitting a proposal: Designation: Address: Mobile No. : Email id: <i>(Attach Authorization letter of Competent Authority)</i>	
3.	Demand draft Details Tender fee Amount : DD No. : Issuing Date: Name of the Bank:	
4.	Demand draft Details OF EMD Amount : DD No. : Issuing Date: Name of the Bank:	
5.	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
6.	Whether the agency was ever blacklisted: Y/N If yes whether that blacklisting was not canceled: Y/N <i>(If yes, attach copy of same and the affidavit)</i>	
7.	Brief professional background of the organization including shareholding of the Bidder & list of Directors:	
8.	Confirm to carry assignment as per TOR of RFP including payment consultancy fee per man month as fixed as per Notification No.1329/E & IT/E & IT-I-SC-66/2016 /Dated 06.04.2017 of Electronics And Information Technology Department, Govt of Odisha given in Term of Reference.	YES

Project Management Unit for ICT interventions to strengthen Urban e-Governance

9.	Confirm to accept all term & conditions specified in RFP documents including Pre-Bid Clarifications & Addendum	YES
10.	CIN No and Date: PAN No: GST No: SAC No:	

Project Management Unit for ICT interventions to strengthen Urban e-Governance

B.Team Proposed CVs of professionals, proposed for the assignment

S l . N o .	Position	Name	Qualification		Relevant Experience in years		No of Eligible Project Handled and Name of the Project
			Details Minimum Qualification As required in TOR	Details of Additional Qualification mentioned in the TOR	Minimum Required	Additional experience	
1	Sr. Consultant (Technology Management)						
2	Sr. Consultant (Business Process Re-engineering)						
3	Sr. Consultant (Change Management and Capacity Building)						
4	Consultant (Working Group-Monitoring & Evaluation)						
5	Consultant (Working Group- Technology & System Architecture)						
6	Domain Consultant (Social Media Management)						
7	Sr. Consultant (Cyber Security)						

Firm's Name:

Authorized Signature [In full and initials]: Name and Title of Signatory:

Address:

FORM TECH-2: CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company. The consultant will submit proof of office as per requirement of Clause 7 of Data sheet. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

Project Experience Details of Completed/On-going Eligible Project on e-Governance IT Consultancy in Urban Development/ULB with minimum Consultancy fee of Rs25 Lakh .

S L N o	Name of Project	Completion Date/ Total Fee Received for on-going Project	Eligible Assignment Name & Brief Description of Deliverables/ Inputs in e-Governance IT Consultancy Project	Name of Employer, Address & Contact No	Approximate Contract fee Value in INRs.	Role of Bidder in Eligible Assignments	Whether as Lead Bidder or Minor Consortium Partner
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**Name & Signature
of Authorised
Signatory**

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy/Completion Certificate.
- For on-going Project Bidder will submit certificate from Chartered Accountant for fee received
- Experience as minor Partner will not qualify for evaluation
- Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, AND FACILITIES TO BE PROVIDED BY THE CLIENT.

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for facilities, which are provided by the Client, including administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Facilities

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

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

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

a) **Technical Approach and Methodology:** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan:** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

c) **Organization and Staffing:** {please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.}

Note: Tech-4 should not exceed 10 pages

FORM TECH-5: CURRICULUM VITAE (CV)

1. Position Title				
2. Name of Expert				
3. Date of Birth				
4. Country of Citizenship				
5. Education: Starting from Bachelor Degree onwards				
Degree/ Obtained	Diploma	College/ University	Dates Attended	
6. Employment record relevant to the assignment				
Period	Employing organization, Title/ Position, and References	Country	Summary of activities performed relevant to the assignment	
7. Membership in Professional Associations and Publications:				
8. Language skills:				
Language	Speaking	Reading	Writing	
English				
Hindi				
Odiya				
Adequacy for the Assignment:				
9. Detailed Tasks Assigned on Consultant's Team of Personnel:				

10. Reference to Prior Work/ Assignments that Best Illustrates Capability to Handle the Assigned Tasks	
10.1	<p>Name of Assignment:</p> <p>From Date: To Date:</p> <p>Client:</p> <p>Main project features:</p> <p>Location:</p> <p>Position Held:</p> <p>Activities performed:</p>
10.2	<p>Name of Assignment:</p> <p>From Date: To Date:</p> <p>Client:</p> <p>Main project features:</p> <p>Location:</p> <p>Position Held:</p> <p>Activities performed:</p>
11. Expert's	<p>Contact information:</p> <p>Email:</p> <p>Phone:</p>
12. Addition Certification:(CCNA/CCNP/MCSA/ITIL/PMP/Prince-2/ CISA/CCNSP/CISP/CISM/CEH/ISO27000 etc):	
Please mention details of Certification ,Institute , and year of Certification):	
Name of the Expert:	
Signature:	
Date:	
Name of the authorized representative of the consultant:	
Signature:	
Date:	

Part III

Terms of Reference

ANNEXURE-I: SCOPE OF WORK OF PROJECT MANAGEMENT CONSULTANT

The empaneled agencies shall assist the HUDD Departments/ULBs/and other Agencies of HUDD to implement e-Governance initiatives including conceptualization, development, design and implementation and rollout. The agency shall oversee project execution, manage implementation and deal with technology, process, external agencies/ vendors & change management related issues.

The Agency also needs to ensure the deliverables follow eGov standards, Guideline for Indian Government Website(GIGW), Web Content Accessibility Guidelines (WCAG), Localization, standards and policies etc. issued from time to time by GoO/Gol. The agency should identify different best practices followed in various states in India and to map the with requirement of the departments. The Agency should come up with major milestones for the project and need to clearly devise the measurable outcomes from the project that shall be duly approved by the department, based on which periodic review will happen with the department availing the consultancy services. The Empaneled Agency needs to submit monthly reports to the department and on the progress and key issues.

PMU shall come up with the major milestones for various ongoing and planned Information and Communication Technology (ICT) enabled initiatives and need to clearly devise the measurable outcomes from the project that shall be duly approved by the Housing and Urban Development Department, based on which periodic review will happen with the H&UDD, Government of Odisha. PMU shall submit monthly reports to the department and on the progress and key issues.

The following indicative activities will require the involvement of any or all of the personnel across the expertise areas.

A.1 Study, Project Design and Preparation of Detailed Project Report (DPR)

- Study of the requirements of the overall project in terms of efficient delivery of services to its stakeholder, service levels etc.
- Study various process, functions and services provided along with the MIS reporting requirements
- Study the Usage of Present ICT Platform by different stakeholder/users
- Requirement analysis
- Gap-Identification & Analysis
- BPR and Recommendations regarding TO-BE Process
- Defining legal implications in TO-BE process.
- Design high level proposed solution with the requirements of the client and suggesting necessary requirement
- Preparation of Business & Viability Models, and Service Level Agreements
- Preparation of project plan
- Study the existing IT Hardware and its reusability or propose new hardware for the project
- Defining Technology standards including security, scalability, interoperability etc.
- Preparation of DPR, IT Roadmap and strategy etc.
- Provide assistance to Department in reviewing and revamping the Detailed Project Reports (DPR) already prepared for e-Governance initiatives considering the current and future requirements or creating new DPRs for Department
- Assist in detailing key activities of the project, finalizing the approach and methodology to be adopted and highlight the intended benefits and outcome of the project

A.2 Identification of leading Technologies for use in solution design

- Study and assessment of large e Government implementations
- Preparation of case studies and best practices adopted by other states.
- Assist in selecting the appropriate technology options for the envisaged project
- Assist Departments in coordinating and reviewing progress of external Agencies/ vendors

A.3 Bid Process Management for selection of Implementing Partner

- Preparation of Expression of Interest (EoI)/Request For Proposal (RFP)/ Request For Quote (RFQ)
- Assist Departments in finalizing key areas of Scope of Work, Bid evaluation Framework and criteria, service levels etc. during Tender preparation
- Assistance in response to pre-bid queries
- Assistance in issuance of corrigendum etc.
- Pre-qualification/General evaluation of bids
- Technical evaluation of bids
- Commercial evaluation of bids
- Recommendations regarding selection of agency & preparation of LOA
- Assistance regarding preparation/signing of contract & Service Level Agreements(SLAs)

A.4 Project Management

A. Monitoring the deployment, customization, integration & configuration of Applications

- Validate the project plan submitted by SI after bidding process and project charter
- Review the Functional Requirement System (FRS) document including the System Requirements Specifications (SRS), System design documents (SDD), Acceptance procedures, Test cases & test plans etc.
- Implement the BPR requirements & Best practices for development of the system, Data standardization & capturing.
- Oversee the work of vendor, highlight deviations/issues and resolution of issues
- Ensure that the technology standards, guidelines & frameworks are adhered to as per DeitY guidelines
- Monitor the migration of existing applications, if any, to the new platforms and Ensuring their integration with other applications
- Suggest and co-ordinate Capacity building needs and training programs for the departmental personnel
- Coordinate workshops and discussion meetings between SI and Department
- Define the Change Control procedure for the project
- Review the change control requests and recommendations on incorporating the same In the system.
- Conduct functional testing of the application
- Oversee the integration and system testing
- User Acceptance testing for the overall system ensuring requirements are developed customized by the Vendor
- Assist in setting up the controls and mechanisms for monitoring the progress of implementation
- Go-live and recommendation on:
 - Hardware at various locations and data center,

Project Management Unit for ICT interventions to strengthen Urban e-Governance

- Application integration existing applications and development Of New applications.
- Networking equipment & connectivity
- Data Digitization & Migration
- Security & performance standards of the overall solution.
- Training to the departmental personnel
- Handholding Support
- Integration with applications of other departments I agencies etc.
- Any corrective or preventive actions required from any of the Stakeholders,
- Highlight the changes required in the applications and ensure that the Suggested changes are incorporated in the system by the SL.
- Recommendations for rollout of the project including the suggestions on the Rollout strategy
- Overall Project management and Monitoring.

B. Monitoring the procurement, deployment & commissioning of necessary hardware

- Monitoring the procurement of various hardware and system software
- Monitor the site preparation(if required), installation & commissioning of the hardware, system software and applications as per the Bills of Material(BOM)
- Monitoring installation & commissioning of IT infrastructure at Data Center and Disaster Recovery Center
- Co-ordinate with State IT department and leverage use of SOC/SWAN connectivity/ CSCs
- Facilitate Final Acceptance Testing of the Hardware
- Review the asset registers and ensure capture of all necessary details hardware/software
- Review Facility Management Services to ensure system uptime
- Review the system created for effective monitoring of network availability and escalation leading to resolutions (including use of Network Management System-NMS reports)

C. Data digitization

- Review and validate the proof of concept (PoC) for data migration
- Facilitating Data entry and Quality check
- Monitor the progress and provide status report on data digitization, including data transfer from existing systems through data migration tools

D. Project management

- Facilitate Program Management of various e-Governance projects.
- Assist in monitoring and tracking progress of various e-Governance initiatives, frameworks and templates and use standardized tools for the following
 - Issue Tracking and Resolution,
 - Conflict Management,
 - Knowledge Management,
 - Program Communication (internal and external),

Project Management Unit for ICT interventions to strengthen Urban e-Governance

- Performance Evaluation and review,
- Information and Technology Risk Assessment,
- Information Management, o Risk Management,
- Financial Management (Viability, Costing and Monitoring)
- Project Plan and Monitoring,
- Provide assistance and expertise for e-Governance related Trainings
- Handling of day to day advisory operations
- Preparation of guidelines, policy documents and TORs etc.,
- Preparation of periodic progress reports and MIS in an agreed format
- Interaction & follow-up actions with various related Departments and Agencies in the State and any external Agencies.
- Preparing Agenda Notes, reports etc. for Apex Committee and High Powered Committee meetings.
- Monitoring and reviewing the performance of vendors ensuring successful implementation of the projects
- Assistance in vendor management, SLA monitoring, coordination with all the stakeholders etc. during the rollout
- Assistance in resolution of program management and technical issues
- Facilitate in implementation of policy decisions required for successful implementation
- Support to Department for retaining strategic control of the project.
- Handing over and knowledge transfer to any the permanent staff being recruited for technical purposes.
- Regularly maintain and update the departmental website and other social media accounts in accordance with the best industry practices and norms.
- Prepare Business Continuity Plan and advice on proper transition of SI(s) on expiry Contract.
- Carry out such other activities that may be required/specified by the department from time to time to meet the objectives of the assignment.

E. Monitoring the O&M

- Project monitoring and evaluation- Project appraisal (mid-term) and Assessment of Socio-economic impact of ICT initiatives
- SLA monitoring- Monitor the operations and maintenance of the overall system as per the standards and requirements defined in RFP including but not limited to resolution of issues, availability of the system, upgradation of the hardware or system software etc.
- Service Level Agreement (SLA) monitoring- Review the SLA performance, capacity and effectiveness of the helpdesk set up by the Vendor
- Advise the user department on documentation, process and procedures necessary for taking over.
- For effective Project Management & Monitoring the Consultant Team has to undertake periodical visits to ULBs/ and different Agencies of HUDD to remove bottlenecks coming across proper execution and conduct meeting/training/handholding to different stakeholder. The performance of the PMU will be substantial increase of usage of ICT platform of different stakeholder in comparison to existing usage of ICT platform in every quarter.

F. Team Structure

For the purpose of successful execution of the assignment, the successful bidder shall put in place following resources:

Sl. No	Position	Minimum Qualification	Minimum Experience	Deployment
1	Sr. Consultant (Technology Management)	B.E. / B. Tech. /MCA/in Computer Science & IT	<ul style="list-style-type: none"> • Minimum 10 years of experience in software Development, IT Consulting and advisory services roles • Minimum 5 years of Experience in Enterprise-Wide systems integration • Comprehensive knowledge of hardware, software and, application development and networks. • Should have experience in application of UML, Design Patterns in design and architecting of solutions • Minimum 4 of years of experience in managing large scale e- Governance projects in Urban Sector • Should have experience on the use of software development best practices, tools and technologies. • The resource should have at least couple of relevant certifications in the area of solution architecture/Hardware /Networking/Database/S DLC 	36 Months
2	Sr. Consultant (Business Process Re-	B.E/ B. Tech/with MBA	<ul style="list-style-type: none"> • Minimum 10 years of experience in leading business process reengineering/ process 	36 Months

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Sl. No	Position	Minimum Qualification	Minimum Experience	Deployment
	engineering)		<p>improvement engagements.</p> <ul style="list-style-type: none"> • Should have at least 4 years IT consulting experience in Urban sector. • Minimum 5 year experience in Experience in managing large scale e- Governance projects • Experience with executing and delivering process improvements • Experience in executing BPR exercise for Government/ Quasi-Government/ PSUs 	
3	Sr. Consultant (Change Management and Capacity Building)	MBA/ PGD in HR/ PMIR from reputed organization	<ul style="list-style-type: none"> • Minimum 10 years' experience in Experience in change management e- Governance projects • Knowledge of managing training & development activities • Experience in Managing various HR systems like resource planning, Performance Management System, capacity building planning, change management planning etc. • Strong presentation skills including training delivery. • At least 4 years of experience in management/ advisory roles in Urban sector. 	36 Months
4	Domain Consultant (Working	B.E. /B. Tech. /MCA in Computer Science	<ul style="list-style-type: none"> • Minimum 7 years of experience in Software 	36 Months

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Sl. No	Position	Minimum Qualification	Minimum Experience	Deployment
	Group-Monitoring & Evaluation)	& Engineering or IT	<p>Development, IT Consulting and advisory services roles</p> <ul style="list-style-type: none"> • Minimum of 3 years of experience in Enterprise-Wide systems integration • Have Experience in Close Coordination with different Working Group constituted by E& IT Dept. to accelerate e-governance in holistic approach. • Ensure periodical updating of the MIS data at the ULB and State levels, data capture, analysis, management reporting and performance monitoring, Management of MIS under State Data Center, Monitoring of the MIS activities and suggest measures for continual improvement. • Monitor and evaluate the internal operations of the Project at the state level • Monitor status of monitoring indicators • Incorporate data on the performance of Institutions into the MIS. Develop procedures for regular monitoring of performance of project institutions, • Should have at least 2 	

Project Management Unit for ICT interventions to strengthen Urban e-Governance

Sl. No	Position	Minimum Qualification	Minimum Experience	Deployment
			years of experience in Urban sector projects	
5.	Domain Consultant (Working Group-Technology & System Architecture	B.E / B. Tech in Computer Science & Engineering/IT Any one Certification such as CCNA/CCNP/MC SA will be preferable.	<ul style="list-style-type: none"> • Minimum 7 years of experience in leading business process reengineering/process improvement engagements • Should have at least 2 years of experience in Urban sector projects. • Regularly monitor and steer the implementation of the ICT Platform and Awareness Project. • Recommend follow-up action on issues raised / problems faced by ULBs /H&UD Dept. involved in the implementation of the project • Identify ULBs with performance below par and actions needed to accelerate the performance. • Comprehensive knowledge of hardware, software and, application and networks. Should have experience in application of UML, Design Patterns in design and architecting of solutions • Knowledge of Networking, Window Installation and Other IT Equipments, Ensure all logs for equipment and users are maintained & patches and upgrades are applied to core servers etc 	36 Months
6	Domain Consultant (Social	MBA with Marketing Specialization or	<ul style="list-style-type: none"> • Minimum 7 years of Social Media Marketing experience out of which 2 years in Urban Sector 	36 Months

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Sl. No	Position	Minimum Qualification	Minimum Experience	Deployment
	Media Management)	Masters in Mass Communication	<ul style="list-style-type: none"> • Must have strong knowledge and thorough understanding of marketing, advertising and promotional principles • Should have in-depth knowledge and understanding of Social Media platforms, their respective participants (Facebook, Twitter, Google+, YouTube, Instagram, Pinterest etc.) and how each platform can be deployed in different scenarios. • Excellent writing and language skills. • Ability to effectively communicate information and ideas in written and video format 	
7	Sr. Consultant (Cyber Security)	B.E /B. Tech/MCA with Computer Science & Engineering/IT with CISA/CCNSP/ CISSP/ CISM/ CEH/ ISO27000 Certification	<ul style="list-style-type: none"> • 10 years of experience in Networking and IT Security Management • Experience of development and implementation of information security policy, standards, guidelines and procedures • Experience in developing network access and monitoring policies • Should be a CCNA/ITIL certified professional 	6 Months

G. Proposed Budget for the Assignment

SL No	Staff	Fixed Man month rate (Rs.)	Man month	Total cost (Rs.)
1	Sr.Consultant(Technology & Management)	2,50,000/-	36	90,00,000/-
2	Sr. Consultant (Business Process Re-engineering)	2,50,000/-	36	90,00,000/-
3	Sr. Consultant (Change Management and Capacity Building)	2,00,000/-	36	72,00,000/-
4	Domain Consultant (Working Group-Monitoring & Evaluation)	2,50,000/-	36	90,00,000/-
5	Domain Consultant(Working Group Technology & System Architecture)	2,50,000/-	36	90,00,000/-
6	Domain Consultant(Social Media Management)	2,00,000/-	36	72,00,000/-
7	Sr. Consultant (Cyber Security)	2,50,000/-	6	15,00,000/-
	Total	16,50,000/-	222 Man Months	5,19,00,000/-

The above consultancy fee per man month are fixed as per Notification No.1329/E & IT/E & IT-I-SC-66/2016 /Dated 06..04.2017 of Electronics And Information Technology Department, Govt. of Odisha. Expenses towards contingencies and travel to Urban Local Bodies on Official Tour shall be reimbursed based on actuals on proper certification by the authorised signatory of the Selected Agency. Travel Expenses would be paid on actual basis as applicable to 1st Grade Officer of Govt. of Odisha as per Office Memorandum no CS-II-5-2011/16638/F/dt.02/04/2011 and amended from time to time.

In addition to above, the Consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of work, activities performed, and issues resolved/to be resolved related to assignments during the month.

H. Payment Milestone

S.No	Output	Time Period	Percentage of Contract Value
1	Situation Analysis and functional and technical improvement opportunities Report for existing ICT systems and tools.	T+30 days	4%
2	Business Process Re-engineering Report (BPR) including To-Be of all the modules in each of the existing ICT systems and tools	T+ 60	4%
3	Strategy report for integration of the various ICT tools and Systems	T+ 90	4%
4	Revised Implementation and Monitoring Plan and SLA parameters for each of the existing ICT systems and tools	T+120	4%
5	Submission and acceptance of User Acceptance testing of all the existing ICT systems and tools	T+ 180	4%
6	<p>QPR for Project management Support (Starting from T+90): Total of 11 QPR</p> <p><u>Performance Linked Incentive</u></p> <p>Total Payment Related to QPR: M (66%)</p> <p>Total period of QPR : 11 Quarters</p> <p>Quarterly Payment to Consultants : M/11</p>		<p>66%</p> <p>6% Per each Quarter</p>
7	<p>Transfer of Services:</p> <p>At the end of Project and completion of all contractual obligations, PMU has to hand over the supervision and oversight of the various ICT initiatives to H&UDD or any agency appointed by the H&UDD. PMU shall provide all</p>		14%

S.No	Output	Time Period	Percentage of Contract Value
	handholding support during the transition phase. The contractual provisions will be deemed complete only after the satisfactory completion certificate issued by the Client.		

i. Client's Input and Counterpart Services and Facilities

- a. 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.
- b. 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
- c. The Consulting firm will be responsible to:
 - Arrange for fully equipped office and office operation related facilities for project.
 - Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
 - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
 - Arrange for all transportation and travelling including local/outstation travel required for the assignments to perform the consultancy services/job.
 - All other miscellaneous expenses either directly or indirectly for submission of Deliverables as mentioned above.

Table 1

Sl. No.	IT System/ Application	Description	Current Implementation	Target Implementation
1	H&UD Department Website (http://www.urbandodisha.gov.in/)	Official website of the Housing & Urban Development department	State level	
2	E-Municipality (ulbodisha.gov.in)	A centralized application software and part of the Transaction Processing System (TPS), which is catering to all the functionality of ULB for providing and maintaining the basic civic services to the citizens. The software has various sub-modules: <ul style="list-style-type: none"> • Grievance Redressal • Property/ Holding Tax • Trade License • Water Connection & Charges • Birth & Death Registration • Accounts • Audit • Web Portal 	112 ULBs	
3	PlanPlus (http://planningonline.gov.in)	PlanPlus is a web-based software that strengthens participative decentralized planning and enables preparation of Action Plans for utilization of grants.	112 ULBs	
4	ActionSoft (reportingonline.gov.in)	ActionSoft is a web-based software that aims to facilitate recording and monitoring of the physical and financial progress of works that are being undertaken as part of approved action plan by various urban local bodies (ULBs). It works in collaboration with PlanPlus.	112 ULBs	
5	Building Plan Approval System (http://www.urbandodisha.gov.in)	Online building plan approval for ULBs with following	Bhubaneswar	112 ULBs

Sl. No.	IT System/ Application	Description	Current Implementation	Target Implementation
	odisha.gov.in/BuildingPlanApprovalSystem.aspx)	<p>features:</p> <ul style="list-style-type: none"> • Online application for plan approval with submission of building plan drawings and supporting documents, accepts online payments and send acknowledgment. • Manage the electronic building plan approval workflow and the electronic storage of relevant documentation • Notifying the applicant through Email/ SMS 		
6	Any other Applications/Tools to be developed/hosted on behalf of H&UD Department.	<ul style="list-style-type: none"> • Floating Of RFP • Selection of Bidders • Analyse & prepare the System requirements. • Review of the High Level Design documents(SRS) • Review of the Detailed Design documents. • Preparation of Integration Test Plans and User Acceptance Test plans and confirm successful completion of all test cases. • Monitor the procurement,deployment & commissioning of the application/tool and any necessary hardware if required. <p>Data Digitization</p>		112 ULBs

*Any other IT tool whose Intellectual Property Rights/ Source Code vests with the H&UD Department, Govt. of Odisha.

Part IV

Contract

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AGREEMENT

BETWEEN

**HOUSING AND URBAN DEVELOPMENT DEPARTMENT, GOVERNMENT OF
ODISHA**

AND

PROJECT MANAGEMENT UNIT (PMU)

EXECUTED

ON THE ____ DAY OF _____ 2017

**FOR ICT INTERVENTIONS TO STRENGTHEN URBAN E-GOVERNANCE
ACTIVITIES IN THE STATE OF ODISHA**

THIS AGREEMENT made on the day of2017

BETWEEN;

Housing and Urban Development Department, Government of Odisha (hereinafter referred to as the "Client"), having address at Housing and Urban Development Department, Govt. Of Odisha, 1st Floor, State Secretariat, Annex - B, Bhubaneswar, PIN-751001 represented by the Commissioner-cum-Secretary to Govt. (which expression shall, unless repugnant to the context meaning thereof, include his successors, assignees) who is duly authorized by Govt. of Odisha to execute this agreement of the FIRST PART

AND

Project Management Unit (hereinafter referred to as "PMU") represented by the Consultancy Firm/Agency M/s _____ (which expression shall, unless repugnant to the context meaning thereof, include his successors, assignees) who are jointly duly authorized by Govt. of Odisha to execute this agreement of the SECOND PART

WHEREAS the **Client** is desirous that the agreement be rendered in accordance with the Conditions of this Agreement as contained herein and **PMU** is willing and capable to render the said Services and has submitted an offer and the Client has accepted the same for the following:

Services: Project Management Unit for ICT interventions to strengthen Urban e-Governance in the State of Odisha.

NOW THESE PRESENT WITNESSES and it is hereby agreed and declared by and between the parties hereto as follows:

- In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Summary of budget, General Conditions of Contract, Technical & Functional Requirement, Deliverables hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of the Agreement viz:
 - a) The Tender Document issued by Housing and Urban Development Department (RFP No. _____/HUDD Date:_____.
 - b) The said Offer
 - c) General Conditions of the Contract
 - d) The following Annexures:

Annexure I : **Responsibilities of Project Management Consultant**

Annexure II : **Team Structure of Project Management Consultant**

Annexure III : **Deliverables & Payment Milestone**

- e) Letter of Acceptance/Award
 - f) All pre-tender circulars, corrigendum & addenda issued during the tendering stage
 - g) All post-tender clarifications, confirmations and correspondence (letters, faxes, emails) and minutes of meetings, if any
- In consideration of the payment to be made by the Client to the PMU as hereinafter mentioned, the PMU hereby covenants with the Client to perform the Services in conformity in all respects with the provisions of this Agreement.
 - Client hereby covenants to pay the PMU in consideration of the above Services the remuneration at the times and in the manner prescribed by this Agreement.
 - Contract is valid for tenure of three years with effect from the date of signing of this agreement between Client and PMU.

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals on the day and year first above written

Signed by a duly authorized signatory
signatory

Signed by a duly authorized

for and on behalf of the Client

for and on behalf of

Housing and Urban Development Department

Project Management Unit

represented by M/s_____

Signature

Signature

Witness 1

Witness 1

Signature

Signature

Witness 2

Witness 2

Signature

Signature

General Conditions of the Contract

1. General Provisions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- (b) "Consultancy firm/agency" means any private or public entity that will represent PMU to provide the Services to the "Client" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in the Agreement that is the General Conditions (GC), Special Condition (SC) and the Annexures.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Client's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of Odisha
- (i) "Local Currency" means Indian Rupees.
- (j) "Notice" Written communication sent to Address for communication mentioned in the contract.
- (k) "Party" means the "Client" or the Consultancy firm/agency, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultancy firm/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.
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultancy firm/agency pursuant to this Contract, as described in Appendix A hereto.
- (p) "Third Party" means any person or entity other than the "Client", or the Consultancy firm/agency.

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

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Client" and the Consultancy firm/agency representing PMU. The Consultancy firm/agency, subject to this Contract, has complete charge of Personnel 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 prevailing applicable laws of Odisha/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 PMU shall render its services at such locations as deemed suitable by the Client within the State of Odisha to carry out monitoring, deployment and commissioning of hardware and applications.

1.7 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 Consultancy firm/agency representing the PMU may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties:

The Consultancy firm/agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees, and other impositions levied under the applicable laws of Odisha/India.

1.9 Fraud and Corruption

1.9.1 **Definitions:** It is the Client's policy to require that Clients, as well as Consultancy firm/agency, 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:

- (i) "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;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Consultancy firm/agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) "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;

1.9.2 **Measures to be taken by the Client**

- a. The Client may terminate the contract if it determines at any time that representatives of the Consultancy firm/agency representing PMU were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultancy firm/agency having taken timely and appropriate actions at its factory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultancy firm/agency representing PMU, including declaring the Consultancy firm/agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultancy firm/agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;
- c. The Client may terminate the Contract if it determines that Consultant's personnel were engaged in other consultancy work in HUDD or any other Dept of Govt of Odisha/India or any Agency during tenure of Contract period at the cost of time/cost of HUDD which jeopardise the completion of assignment in schedule time.

1.9.3 **Commissions and Fees**

At the time of execution of this Contract, the Consultancy firm/agency representing PMU 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 (referred as the “Effective Date”) on the date of signing of the Contract by the “Client’ & Consultancy Agency representing PMU.

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, Client may, by not less than twenty-one (21) days written notice to the Consultancy firm/agency, declare this Contract to be null and void, and forfeit the EMD.

2.3 Commencement of Services:

The Consultancy firm/agency shall begin carrying out the Services not later than the Effective Date specified in the SC.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause GC 1.8.2 & 2.2. hereof, this Contract shall expire at the end of such time period 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 the 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 GC7.2 hereof, 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

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather⁶⁰

conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultancy firm/agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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 in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm/agency, upon instructions by the "Client", shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 7.

2.8 Suspension:

The "Client" may, by written notice of suspension to the Consultancy firm/agency, suspend all payments to the Consultancy firm/agency hereunder if the Consultancy firm/agency 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 Consultancy firm/agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultancy firm/agency of such notice of suspension.

2.9 Termination

2.9.1 The "Client" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1..

- a. If the Consultancy firm/agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Client" may have subsequently approved in writing.
- b. If the Consultancy firm/agency becomes (or, if the Consultancy firm/agency consists of more than one entity, if any of its Members becomes and which has a substantial bearing on providing Services under this contract) insolvent or goes into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultancy firm/agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 7 hereof.
- d. If the Consultancy firm/agency, in the judgment of the "Client", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultancy firm/agency submits to the "Client" a false statement which has a material effect on the rights, obligations or interests of the "Client".
- f. If the Consultancy firm/agency places itself in the position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g. If the Consultancy firm/agency fails to provide the quality services as envisaged under this Contract, the Client may, by written notice to the Consultancy firm/agency, suspend all payments to the Consultancy firm/agency hereunder if the Consultancy firm/agency fails to perform satisfactorily any of its obligations under this Contract, including the carrying out of the Services, provided that such notice (i) shall specify the nature of the poor quality of service, and (ii) shall allow the Consultancy firm/agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultancy firm/agency of such notice.
- h. If, as the result of Force Majeure, the Consultancy firm/agency is unable to perform a material portion of the Services for a period of not less than sixty (30) days.
- i. If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the "Client" shall give a not less than thirty (30) days' written notice of termination to the Consultancy firm/agency.

2.9.2 The Consultants may terminate this Contract, by not less than Thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.9.2:

- a. if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Consultants that such payment is overdue; or
- b. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.9.3 **Cessation of Rights and Obligations:**

Upon termination of this Contract pursuant to Clauses GC2.2 or GC2.9 hereof, or upon expiration of this Contract pursuant to ClauseGC2.4 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 ClauseGC3.3 hereof, (iii)the Consultancy firm/agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in ClauseGC3.5 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 by the Client pursuant to Clauses GC2.9.1 orGC2.9.2 hereof, the Consultancy firm/agency 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 Consultancy firm/agency and equipment and materials furnished by the "Client", the Consultancy firm/agency shall proceed as provided, respectively, by Clauses GC 3.9 & 4.5 hereof.

2.10**Limitation of Liability**

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.

Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of this Agreement, shall not exceed the contract value of this Agreement.

2.10.1 **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 Consultancy firm/agency:

- a. If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC 5.16 (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 5.16(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b. If the agreement is terminated pursuant to Clause 2.9.1 (a) to (g), the Consultancy firm/agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider to make 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 Consultancy firm/agency will be required to pay any such liquidated damages to the client within 30 days of termination date.

2.10.2 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 7 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 CONSULTANCY FIRM/AGENCY

3.1 General

3.1.1 Standard of Performance:

The Consultancy firm/agency 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 Consultancy firm/agency shall always act, in respect of any matter relating to this Contractor to the Services, as a faithful adviser to the "Client", and shall at all times support and safeguard the "Client's legitimate interests in any dealings with Sub-Consultancy firm/agency or Third Parties.

3.2 Conflict of Interests:

The PMU will be barred from participating in any Bid Process (downstream activities) falling within the Scope of Work assisted by the PMC or its personnel, till the duration of their Contract with the Purchaser under this Contract. The PMC would not be barred from executing existing projects for which it is already selected within the department, however it would be barred from any future projects Bid Process (downstream activities) 64

falling within the Scope of Work assisted by the Empaneled Agency or its personnel, till the duration of their Contract with the Purchaser. The empanelled agency, if selected for any consultancy work, shall not be allowed to work in any downstream activity like application development, maintenance, support, hardware/software supply etc. in the same project. Similarly, the Empaneled Agency selected as the consultant shall not be allowed to work as TPA and vice-versa in the same project.

3.2.1 Consultancy firm/agency not to benefit from Commissions, Discounts, etc.:

- a. The payment of the Consultancy firm/agency pursuant to Clause GC 5 hereof shall constitute the Consultancy firm/agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultancy firm/agency 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 Consultancy firm/agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultancy firm/agency, as part of the Services, has the responsibility of advising the "Client" on the procurement of goods, works or services, the Consultancy firm/agency 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 Consultancy firm/agency in the exercise of such procurement responsibility shall be for the account of the "Client".

3.2.2 Consultancy firm/agency and Affiliates Not to Engage in Certain Activities:

The Consultancy firm/agency agrees that, during the term of this Contract and after its termination, the Consultancy firm/agency and any entity affiliated with the Consultancy firm/agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy firm/agency's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities:

The Consultancy firm/agency shall not engage and shall cause 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 Consultancy firm/agency 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 Consultancy firm/agency 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 Consultancy firm/agency:

The Consultancy firm/agency (i) shall take out and maintain, at their 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 Consultancy firm/agency(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 maybe.

3.6 Consultancy firm/agency's Actions Requiring "Client's Prior Approval:

The Consultancy firm/agency shall obtain the "Client's prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Annexure-II.

3.7 Reporting Obligations:

The Consultancy firm/agency shall submit to the "Client" the reports and documents specified in Annexure-III hereto, in the form, in the numbers and within the time periods set forth in the said Annexure-III. Final reports shall be delivered in CDROM in addition to the hard copies specified in said Annexure-III.

3.8 Documents Prepared by the Consultancy firm/agency to be the Property of the "Client":

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultancy firm/agency for the "Client" under this Contract shall become and remain the property of the "Client", and the Consultancy firm/agency 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 Consultancy firm/agency 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 Consultancy firm/agency and third parties for purposes of development of any such computer programs, the Consultancy firm/agency shall obtain the "Client's prior written approval to such agreements, and the "Client" shall be entitled at its discretion to require covering the expenses related to the development of the program(s) concerned.

3.9 Equipment and Materials provided by the Consultancy firm/agency:

Equipment or materials brought into the Government's country by the Consultancy firm/agency and the Personnel and used either for the Projector personal use shall remain the property of the Consultancy firm/agency or the Personnel concerned, as applicable.

4. CONSULTANCY FIRM/AGENCY'S PERSONNEL

4.1 General:

- 4.1.1 The Consultancy firm/agency shall employ and provide such qualified and experienced Personnel and Sub-Consultancy firm/agency as are required to carry out the Services.
- 4.1.2 The Empanelled Agency shall provide such qualified and experienced Personnel as are required to carry out the Services as per the detailed Scope of Work specified in the Contract.
- 4.1.3 If additional work is required beyond the Scope of Work specified in the Contract, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Empanelled Agency and the Purchaser.
- 4.1.4 The Department may ask the Empanelled Agency for deployment of consultants on partial (example 25%, 50%, 75% etc.) or full time basis depending upon the scope of work and requirement of the project.
- 4.1.5 Each consultant deployed on the project shall be entitled for 2 days of leave in a month subject to upper limit of 12 in a year.

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 Consultancy firm/agency's Key Personnel are as per the Consultancy firm/agency's proposal and are described in Annexure-II. 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 Annexure-II may be made by the Consultancy firm/agency 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 SC 5 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 Annexure-I may be increased by agreement in writing between the "Client" and the Consultancy firm/agency. In the case where payments under this Contract exceed the ceilings set forth in SC 5 of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel:

The Key Personnel and Sub-Consultancy firm/agency listed by title as well as by name in Annexure-II are hereby approved by the "Client". In respect of other Personnel which the Consultancy firm/agency proposes to use in the carrying out of the Services, the Consultancy firm/agency shall submit to the "Client" for review and approval

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”.

- 4.3.1 The Govt. Department/Organizations may decide to interview and approve candidates who can be deployed by the Empanelled Agency for any project.
- 4.3.2 Empanelled Agency should deploy only those candidates that have been approved by the State Government. No changes will be made within 6 months from the date of Award of Contract.
- 4.3.3 Empanelled Agency should deploy persons with requisite skills and experience required for the job as specified at Annexure- II as per the requirement of the Client.
- 4.3.4 The Empanelled Agency shall bear all travel and other costs incurred in deploying the personnel.

4.4 Removal and/or Replacement of Personnel:

- 4.4.1 Empanelled Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract. The Client will have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the Client.
- 4.4.2 Failure on the part of the Empanelled Agency to find a suitable replacement as specified shall amount to a breach of the terms hereof and the Client in addition to all other rights, have the right to claim damages and recover from the Empanelled Agency all losses/ or other damages that may have resulted from such failure.
- 4.4.3 Except as the -Client may otherwise agree, no changes shall be made in the Personnel provided for Temporary Staffing within six months of signing of Contract. If, for any reason beyond the reasonable control of the Empanelled Agency, it becomes necessary to replace any of the Personnel, the Empanelled Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the Client .
- 4.4.4 The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same as of the replaced Personnel.
- 4.4.5 The Empanelled Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- 4.4.6 If the Client finds that:
 - (i) any of the Personnel provided for Temporary Staffing 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 Empanelled Agency shall, at the Client written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.5 Exit Policy and Procedures for Temporary Staffing personnel:

- 4.5.1 At the time of expiry of Contract period, as per the Contract, between the Empanelled Agency and the Client, the Empanelled Agency needs to ensure a complete knowledge transfer by their deployed Personnel to the new Personnel replacing them
- 4.5.2 Confidential Information, Security and Data to the Client : The Empanelled Agency on the commencement of the exit management period will promptly supply all the following:
 - 4.5.3 All information relating to the current services rendered;
 - 4.5.4 Documentation relating to any of the State Project's Intellectual Property Rights;
 - 4.5.5 Any State Project data and confidential information;
 - 4.5.6 All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable Client, to carry out due diligence in order to transition the provision of the Services to Client;
 - 4.5.7 All hardware (including laptops, printers, pen drives etc. if any) provided by Client which is a property of the Client.
 - 4.5.8 Before the date of exit of Empanelled Agency, the Empanelled Agency shall deliver to the Client all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof.

OBLIGATIONS OF THE “CLIENT”

4.6 Assistance and Exemptions:

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

- 4.6.1 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.
- 4.6.2 Provide to the Consultancy firm/agency, Sub-Consultancy firm/agency and Personnel any such other assistance as may be specified in the SC.

4.7 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 Odisha/India with respect to taxes and duties, which are directly payable by the selected agency for PMU for providing the services i.e. Goods & Service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Selected agency for PMU in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Selected agency for PMU 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.

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

- 4.8.1 The “Client” shall make available to the PMU and its Personnel, for the purposes of the Services and free of any charge, the services, facilities, and property described in Annexure-III, at the times and in the manner specified in said Annexure-III.

- 4.8.2 In case that such services, facilities, and property shall not be made available to the Consultancy firm/agency as and when specified in Annexure-III, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultancy firm/agency for the performance of the Services.

4.9 Payment:

In consideration of the Services performed by the PMU under this Contract, the "Client" shall make to the Consultancy firm/agency such payments and in such manner as is provided by Clause GC 5 of this Contract.

5. PAYMENTS TO THE CONSULTANCY FIRM/AGENCY

- 5.1 The payment will be released by the Client as per the 'Man Month Rate' as per the E & IT notification no. 1329 dated 06.04.2017 & reimbursable as per actual expenditure for voucher submitted by the PMU/Empanelled Agency.
- 5.2 All payments will be made in Indian Rupee.
- 5.3 The payment will be made on the Time and Material basis and will be as per the Time Sheet format of each Personnel as agreed upon by the Client and the PMU at the time of signing the Contract.
- 5.4 The payment to the Empanelled Agency will be made on a Quarterly basis on submission of invoice as per Annexure-E (or as applicable in the department).
- 5.5 If the duration of engagement of consultant is less than three months, payment will be made after completion of work and pro-rata basis.
- 5.6 All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and other taxes if any as per Government of India rules.
- 5.7 All tax will be calculated on prevailing rates.
- 5.8 The PMU shall submit the requisite deliverables and satisfactorily perform work as specified under the Contract to the Client. The requisite payment will be released by the Client upon acceptance of the deliverables and satisfaction with work performed by the Empanelled Agency.
- 5.9 If the deliverables submitted / work performed by the PMU is not acceptable to the Client, payments shall not be released to the PMU. This is without prejudicing the Client's right to levy any Penalties based on the Service levels agreed between the Client and the PMU. In such case, the payment will be released to the PMU only after it re-submits the deliverable / performs work and which is accepted by the Client.
- 5.10 In case of early termination of the Contract between the Client and the PMU, the payment shall be made to the PMU as mentioned here with.
- a. The PMU shall provide the details of Personnel as per the Time Sheet during the period from last payment till the date of termination. Based on such details, the

payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level.

- b. Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (quarterly or as applicable in the department)). These Penalties would be adjusted in the payment due to the Empanelled Agency in the subsequent month.

5.11 Since many of the project to be implemented across the state, the PMU may be required to visit various places throughout Odisha. The conveyance, Travel Expenses, per diem, accommodation and all other ancillary expenses for submission of deliverables shall be initially borne by the Consultant and after submission of actual expenditure along with quarterly invoice, it will be reimbursed by HUDD.

5.12 It is the clear understanding of the PMU that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, PMU having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.

5.13 No extra payments will be made for working on extended hours/Sundays/Holidays to meet the committed/required time schedules.

5.14 In case of early termination of the contract, the payment shall be made to the consultant as Mentioned here with:

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

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

6. FAIRNESS AND GOOD FAITH

6.1 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.

6.2 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 7 hereof.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement:

The performance of the contract is governed by the terms & conditions of the contract, in the 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 7.2 shall become applicable.

7.2 Mediation:

The mediator shall be appointed by Commissioner Cum Secretary, Housing & Urban Development Department, Govt. of Odisha and the appointment shall be binding for the parties. The costs of the mediation and of the mediator's services shall be shared equally between the parties

7.3 Arbitration:

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

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

7.5 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultancy firm/agency. 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.

8. Service Levels

SL	Service level	Expected Service level	Penalty level in case of Default
1	Deployment of all personnel for project after signing the Contract with the Client or any subsequent requirement from the Client during the Contract period	<ul style="list-style-type: none"> • 4 weeks for Domain Consultants • 4 week for Senior Consultant • 4 week for consultant 	25% cost of the respective consultant per breach (for Consultants and Senior Consultants) per month or on pro -rata basis for the period of absence
2	Replacement of personnel on resignation/medical reason (including death)	<p>a. <u>Resignation</u> Alternate CV must to be submitted before 1 month in case of resignation including Minimum 2 weeks of handover time.</p> <p>b. <u>Medical Reason (including Death)</u> Alternate CV must to be submitted within 2 weeks from the date of the event. Replacement CV to meet the required criteria of RFP</p>	10% of Monthly Payment Due ONLY in the succeeding month. (Note: above penalty will be levied if the person will not reported at client after 3 weeks from the date of acceptance/approval of CV by Client)
3	Replacement of personnel at the request of the Client	Maximum 4 weeks from date of intimation by the Client, including Minimum 2 weeks of	10% of Monthly Payment Due only in the succeeding month. ⁷³ (Note: above penalty will be

		handover time. Replacement CV to meet the required criteria of RFP	levied if the person will not reported at client after 3 weeks from the date of acceptance/approval of CV by purchaser
4	Replacement of personnel at the request of the Selected Agency	No replacement within 6 Months. Maximum 1 replacement within a year, with minimum 2 weeks of handover time.	10% of Monthly Payment Due only in the succeeding month.

Maximum ceiling limit of the penalty would be 10% of the contract value of the respective assignment/project.

9. Penalty for delay

Project assignments to the PMU will be on the basis of time/resource estimates defined by Client. Each project, therefore, will have a definite date of project completion. For any time slippages, the bidders can induct more resources at their cost to meet the time schedules. Project delays on account of the PMU will attract a penalty of 0.5% of each Milestone per week of the total project value for up to 30 days beyond which the Client will be free to terminate the Contract & get the job done from any one of the remaining empanelled consultants. However the maximum ceiling limit of the penalty would be 10% of the contract value of the respective assignment/project. Penalty will not be applicable if the delay is not attributable to the PMU.

10. Calculation of Penalties

- 10.1 Penalty would be a percentage of the quarterly payment due to the Empanelled Agency. The penalty percentages applicable for violation of Service Levels are specified in the table above. (Except pt. no. 3 above)
- 10.2 In situation, where the Empanelled Agency has incurred a Penalty of equal to or more than Five (5) % for Three (3) consecutive months at any time during the Contract Period, the Client reserves the right to either invoke the termination Clause or terminate the Contract altogether.
- 10.3 The Client also reserves the right to invoke the Performance Security furnished by the selected Agency for PMU at the time of signing the Contract with the Client, if for any reason stated in the Contract document, the Contract of the selected Agency for PMU is terminated.

10.4 Total Penalty to be capped subject to 10% of the Quarterly total payments at any time of the Contract. In such situation where the total penalty exceeds the above limit of 10% of the Contract Value at any time of the Contract, the Client reserves the right to invoke termination clause or terminate the Contract altogether.

11. Intellectual Property Rights

Client shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Empanelled Agency solely during the performance of Services and for the purposes of inter alia use or sub-license of such Services under this Contract. The Selected Agency for PMU undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the Client and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Client.

12. MISCELLANEOUS PROVISIONS:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The selected agency for PMU shall notify the Client/ the Government of India of any material change in their status, in particular, where such change would impact on the performance of obligations under this Contract.
- iv. The selected agency for PMU shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- v. The selected agency for PMU shall at all times indemnify and keep indemnified the Client/Government of India 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/Consultancy firm/agency'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/Consultancy firm/agency.
- vi. The Contractor/ Consultancy firm/agency shall at all times indemnify and keep indemnified the Client/Government of India 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.
- vii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- viii. 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 (Contractor/Consultancy firm/agency) for any engagement, service or employment in

any capacity in any office or establishment of the Government of India or the Client.

III. Special Conditions of Contract

(Clauses in brackets {} are optional; all notes should be deleted in final text)

SCC Clause	Ref. of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The Address are:
	a	“Client”: Attention: Facsimile:
	b	Consultancy firm/ agency: Attention: Facsimile:
2.	1.7	The Authorized Representatives are:
	a	For the “Client”:
	b	For the Consultancy firm/ agency:
3.	2.1	The effectiveness conditions are the following:
	a	The contract to be signed within 15 days of intimation
	b	Performance bank guarantee to be submitted before 7 days of contract signing
4.	2.2	The time period shall be <One> month
5.	2.3	The time period shall be 30 days from effective date
6.	2.4	The time period of expiry of contract is 36 Months from date of signing of Agreement
7	3.4	The Insurance coverage shall be taken out by the Consultant as mentioned in GCC.
		The Consultant shall, within the one month (calculated from the Commencement Date), submit to the Employer: (a) Evidence that the Insurances described in this Clause have been effected, and (b) Copies of the policies of the insurances [Insurances against Injury to Persons and Damage to

		<p>Property.</p> <p>When each premium is paid, the Consultant shall submit evidence of payment to the Employer.</p> <p>Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) Total Contract value OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher ;</p> <p>Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy.</p> <p>Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity</p>
8.		<p>The ceiling in local currency of Contract value is Rs <insert amount> lakhs</p> <p>The total Contract Value constitute</p> <p>Fixed Consultancy Fee : Rs. < > Lakhs</p>
9	5.4	<p>For lump-sum contracts payment will be made based on milestones indicated for each activity as defined in TOR after approval of Deliverables by HUDD in each</p>

Project Management Unit for ICT interventions to strengthen Urban e-Governance

		milestone:
10.	7.2	The arbitration proceedings shall take place in Bhubaneswar in India

Binding Signature of Client Signed by (for and on behalf of the President of India)

Binding Signature of Empanelled Agency/Consulting Firm

Signed by _____

(For and on behalf of duly authorized vide resolution No dated of the Board of Directors of)

In the presence of (Witnesses)

1.

2.

Annexures:

Annexure–I: Responsibilities Of Project Management Consultant

As per Term of Reference of RFP

Annexure-II:

Team Structure for Project Management Unit

As per Term of Reference of RFP

Annexure-III:
Deliverables & Payment Milestone

As per Term of Reference of RFP

Annexure E: Invoice format

INVOICE

Invoice No.:

Invoice Date:

GST Registration No.

SAC No:

PAN Number:

Housing & Urban Development Department

Govt. of Odisha

For Attention of _____

Period of Consultancy:	Start Date	End Date
Milestone achieved for this claim Period Covered by this Claim		

Contract For:

Contract No.: _____

Maximum Contract Value: _____ Total Amount Received _____

Claims made	Amount:	Date	Invoice No.	Date Received
	Amount:	Date	Invoice No.	Date Received
	Amount:	Date	Invoice No.	Date Received

Particulars of current claim made should be mentioned here	Amount	Tax if any	Total In Rs.
Invoice Total			
I. Consultancy Fee(Fixed)
II. Detail Reimbursable Expense with Certification:
Total

(Please attach time sheet ,relevant report & detail breakup of Reimbursable Expense as per applicable guideline as mentioned in Part-III Term of Reference along with the Invoice)

PLEASE MAKE PAYMENT TO:

Bank Account: _____ Bank SWIFT ID: _____

Account Number: _____ IFSC Number: _____

This invoice is in respect of a supply of services to the Client and is addressed to the Client, purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

Signature of Bidder

The claim is correct and Services have been received. Please arrange payment:

Project Officer/ Advisor

Annexure F:

Bank Guarantee Format for Performance

To

**The Housing & Urban Development Department,
Govt. of Odisha**

WHEREAS.....(name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract nodated.....to provide service of(description of services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor 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 contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the contractor, 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 contractor 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 contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the Contract documents which may be made between you and the contractor 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 guarantee shall be valid until the.....day of.....,20.....

Our..... branch at.....*(Name & Address of the* branch) 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.....*branch a written claim or demand and received by us at our..... branch on or before Dt.....Otherwise, the 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 and address of the Branch

**Preferably at Bhubaneswar*

Annexure G:

Consultants Bid , Addendum & Pre-Bid
Clarifications