

**Request for Proposal
for Providing Technical Personnel
under Capacity Building Programme
of ULBs**

Date: 06.09.2018

**State Urban Development Agency (SUDA)
Housing and Urban Development Department
Government of Odisha**

Invitation for Bid

RfP No: **125**

Date: **06.09.2018**

Sealed proposals are invited by the Housing and Urban Development Department from amongst consultancy firms/ agencies for providing technical personnel under Capacity building Programme of Urban Local Bodies (ULBs) in Odisha for a period of two year, to be selected on Combined Quality and Cost Based Selection (QCBS) process. The contract will be initially for a period of two year from the effective date of contract and can be renewed for further period of one year on the same terms and conditions, subject to satisfactory performance. The bidders have to submit technical and financial proposal as per the prescribed format. Further details of the services requested are provided in the various annexure enclosed with this letter.

1. Completed Proposal for the work in prescribed format shall be received up to **24th September, 2018 up to 1.00 PM.**
2. The sealed proposals can be sent well in advance **by registered post or speed post or in person to The Additional Director, State Urban Development Agency (SUDA), H & UD Department, Govt. of Odisha, SUDA Building, Adjacent to Bhubaneswar Municipal Corporation Office, Vivekanand Marg, Bhubaneswar, PIN- 751014.**
3. The Proposal received shall be opened **24th September, 2018 itself at 3.00 P.M.** in the presence of representatives of bidders. Bidders are requested to ensure presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.
4. This RfP includes the following documents:
 - i. This Letter of Invitation
 - ii. Instructions to Bidders (see Annexure - I)
 - iii. Data Sheet and Check List (see Annexure - II)
 - iv. Technical Proposal Standard Forms (see Annexure – III)
 - v. Financial Proposal Standard form (see Annexure - IV)
 - vi. Terms of Reference (ToR) (see Annexure – V)
 - vii. Standard Contract Document (see Annexure - VI)
 - viii. Bank Guarantee Format (see Annexure VII)
5. While all information/data given in the RFP are, to the best of the Client's knowledge 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.
6. 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 Additional Director, SUDA, H&UD Dept., SUDA Building, adjacent to Bhubaneswar Municipal Corporation Office, Vivekanand Marg, Bhubaneswar, PIN: 751014, Tel No: 0674-2432317, E-mail: sudaodisha1990@gmail.com

SD/-

Additional Director
State Urban Development Agency (SUDA)

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 single Technical and Financial Proposal as per prescribed format and the selection shall be based on Combined QCBS. Any agency applying for part of the scope will be rejected.
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.4. 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 contract without thereby incurring any liability to the bidder.
- 1.5. In no case, sub-letting of "overall works" would be accepted.

2. Eligibility of Bidder

- 2.1 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 / any other State Act 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 1st April, 2018. (Certificate of incorporation in accordance with provisions of relevant Act to be enclosed along with the Proposal).
- 2.2 The eligible bidder having experience of successfully executing at least one similar project/assignment of providing technical manpower (like Accounting Consultant/ IT Consultant/ Social Consultant) in Finance/ IT/ Social disciplines to Government Departments/ Govt. Institutes/ Public Sector Undertakings for at least 1 year with annual contract value of the project awarded being not less than Rs. 50.00 lakh carried out in last Five year. (The appropriate documentary evidence should be furnished).
- 2.3 Agencies which are not having experience in handling similar assignments CAN NOT participate in the bidding process.
- 2.4 The Agency must have registered office or branch office in Bhubaneswar. (The appropriate documentary evidence should be furnished);
- 2.5 The bidders must have at least 100 nos. of persons in their payroll as full time/contractual employees as on 31st August, 2018.
- 2.6 The firm should be registered under Income Tax and GST. (Pan Card and GST certificate should be furnished).
- 2.7 The firm should be registered with appropriate authorities under EPF and ESI Acts. (The appropriate documentary evidence should be furnished). The evidence of regular/timely deposit of EPF for the experience claimed project also to be submitted.
- 2.8 "Average" Annual turnover of the bidder should be more than Rs. 5.00 Cr. for last 3 financial years (2015-16, 2016-17 and 2017-18). (Supporting document to be submitted).
- 2.9 The agency should submit the tender cost of Rs. 5,000/- (Non Refundable) and EMD of Rs. 1,00,000/- (Refundable) (in shape of Demand Draft) with the technical Proposal.
- 2.10 No Joint Venture/ Consortium bid is permitted.

2.11 The agency should not have been blacklisted by any state government/ central government or any other public sector undertaking or a corporation as on the date of this RFP. (An undertaking to this effect should be submitted)

3. Conflict of Interest

Conflict of interest exists in the event of: (i) conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible Bidder; (ii) Agencies or institutions who have a business or family relation with the Client directly or indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha.

4. Disclosure

- 4.1 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.
- 4.2 Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- 4.3 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 regulator or professional body to have committed professional misconduct;
 - b) Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

5. Anti-corruption Measure

- 5.1 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.
- 5.2 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 H & UD Dept. related bidding for the said period.

6. Clarification on Provisions of the RFP Document

Interested Bidders may seek clarification on any of the provisions in the RFP document through e-mail to sudaodisha1990@gmail.com addressed to the Client's Representative. Such requests for clarification shall be entertained up to **15th September, 2018** (5.00 PM). Response to all clarifications received through e-mail and shall be hosted in the website within 7 days of pre-bid meeting.

7. Pre-Bid Conference

Besides requesting clarification through e-mail, interested bidders can also clarify their queries by participating in the pre-bid conference, The Client shall organize a Pre-Bid

Conference on Date: 17th September, 2018, Time: 11:00 AM, Place: Conference Hall of SUDA, Vivekananda Marg, Near Bhubaneswar Municipal Corporation (BMC), Bhubaneswar - 751014. Interested prospective Bidders may attend.

8. Amendment of the RFP document

- 8.1 At any time before submission of proposals, the Client may amend the RFP by issuing an addendum/corrigendum through notice on notice board of important offices and webhosting in the H & UD Dept. and SUDA website i.e. urbanodisha.gov.in and sudaodisha.org respectively.
- 8.2 Any such addendum will be binding on all the Bidders.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

9. 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.

10. 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.

11. Taxes

The Bidder may be subject to taxes (such as: fringe benefit tax, value added or sales tax, duties, etc.) on amounts payable by the Client under the Contract, which are to be borne by the bidder except for Goods and Service Tax (GST). The GST at applicable rate will be paid extra for depositing with tax authorities.

12. Submission of Proposal

- 12.1 Proposals must be received before the deadline specified in the Data Sheet.
- 12.2 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

13. Documents comprising the Proposal

Bidders shall submit one sealed envelope, containing the separate sealed envelope for Technical and Financial Proposal. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

14. Proposal validity

- 14.1 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by the Client.
- 14.2 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.

15. Format and Signing of Proposals

- 15.1 A Technical and Financial Proposal (original) as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RfP document at *Annexure- III & Annexure-IV*
- 15.2 The original Proposal shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position of the person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed by the person signing the Proposal.
- 15.3 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

16. 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.

17. Late Proposals

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

18. Evaluation of Offers

Bids received and found valid will be evaluated by CLIENT to ascertain the best evaluated bid in the interest of CLIENT for project services under this document. The Bidder should take enough care to submit all the information sought by CLIENT in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats, however CLIENT reserves right to seek any clarification from any bidder if it so desires. The proposals, in general, shall be evaluated using the following criteria.

Technical evaluation of the bid would be carried out applying the evaluation criteria specified below. Each respective technical bid will be attributed a technical score as per following breakup:

SN	Main Criteria and Weights out of Total 100 marks	Sub Criteria	Sub Weight
1	Financial Strength (25 Marks)	a. Consultancy Turnover (average 3 years): Above Rs 5.0 Cr - 10 marks, For every additional Rs 1.0 Cr -1 marks each subject tom Maximum of 15 marks.	15
		b. Net Worth (average 3 years): Above Rs 0.50 Cr - 5 marks, for every additional Rs 0.10 Cr - 1 mark each subject to maximum of 10 marks.	10
2	Institutional Strength (25 Marks)	a. Quality of OWN Expert in (maximum three) each domain area for Technical Support (in Finance/ IT/ Social) Marking as per * under	15
		b. Total No. of Personnel in the Payroll of the Institution. Above 100 Nos.- 5 marks, for every additional 20 nos.- 1 mark each subject to maximum of 10 marks.	10
3	Similar project/assignment of providing technical manpower (like Accounting Consultant/ IT Consultant/ Social Consultant) in Finance/ IT / Social disciplines to Government Departments/ Govt. Institutes/ Public Sector Undertakings carried out in last Five year. (30 Marks)	a. Project/Contract for providing expert in Financial discipline with contract value above 10 Lakh: - 5 marks for each project subject to maximum of 10 marks	10
		b. Project/Contract for providing expert in IT discipline with contract value above 10 Lakh: - 5 marks for each project subject to maximum of 10 marks	10
		c. Project/Contract for providing expert in Social Discipline with contract value above 10 Lakh: - 5 marks for each project subject to maximum of 10 marks	10
4	Methodology including Management Plan (20 Marks) (Based on presentation)	Appreciation of the project and response to the ToR	05
		Methodology including work plan and proposed management plan for execution of the Assignment	10
		Provisions to secure and retain professionals	05

* Percentile marking method will be adopted only for sl 2.a. with marking for professionals as under

a. Qualification:- CA/PG degree – 10 marks, Graduate—5 marks,

b. Experience:- Above 20 years - 10 marks , 16-20 years – 8 marks , 11-15 years- 6 marks, 5-10 years – 4 marks.

The firm securing highest total mark under this heading will be given full mark of 15 and others in proportion to their total mark

Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (ST) in accordance with the total marks obtained. The bidders with technical bid score of **minimum 70% & above** will be considered technically qualified for further process.

The price bids of technically qualified bidders will only be opened for financial evaluation.

The maximum financial score shall be: 100

The formula for determining Financial Score is $SF = 100 \times F1/Fe$

Where,

SF means the financial score

F1 means lowest price offered

Fe means the total price offered by the Agency under consideration

ST means Technical Score

Rtf means total score obtained

The specific weights to be assigned to the technical and financial proposal shall be:

Weightage Technical (WT) = 0.70 and Weightage Financial (WF)=0.30 respectively.

The successful bidder shall be the bidder scoring the highest score. The score shall be determined using the following formula:

$$Rtf = (ST \times WT) + (SF \times WF)$$

19. Negotiations/ Clarifications

The successful Bidder will be informed in writing of the date, place and time for negotiations/ clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

20. Signing of Contract

- a) After notification, the Client shall communicate to the successful bidder to sign the Contract. **Standard Contract Document (see Annexure - VI)**
- b) Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
- c) All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

Data Sheet and Check list**A. Data Sheet:**

1.	Title of Consulting Service: “Providing technical personnel under capacity building programme of Urban Local Bodies in Odisha”																																								
2.	Name of the Client : Additional Director, State Urban Development Agency, H&UD Dept., Govt. of Odisha																																								
3.	Method of selection: Combined Quality and Cost Based Selection (QCBS) through bids from consultancy firms/ agencies.																																								
4.	Selection of consultancy firm/agency: The bidders have to submit the technical Proposal giving their credentials, experience, as per technical proposal form given at Annexure – III & Financial proposal as per Annexure – IV. The evaluation shall be made as per eligibility criteria specified at clause 2.																																								
5.	Consultants will be required to be posted as specified in ToR.																																								
6.	Technical proposal to be submitted: YES, as per the form given at Annexure –III along with all supporting documents.																																								
7.	<p>Financial proposal to be submitted: YES, (Annexure-IV) Only for the percentage of Commission/ Service charges to be offered by the agencies/firms which shall be the bidding parameter. The fee payable to provide different consultant and carryout activities as per the ToR (Annexure – V) shall be as under</p> <table border="1"> <thead> <tr> <th>Sl no.</th> <th>Name of Position</th> <th>Total no of personnel required (Approx.)</th> <th>Remuneration per month per person</th> <th>Total Remuneration per month (c x d)</th> <th>Total Remuneration For two Year (e x 24)</th> </tr> <tr> <th>a</th> <th>b</th> <th>c</th> <th>d</th> <th>e</th> <th>f</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Accounting Consultant</td> <td>35</td> <td>Rs. 16,880/-</td> <td>Rs. 5,90,800/-</td> <td>Rs. 1,41,79,200/-</td> </tr> <tr> <td>2.</td> <td>MIS Consultant</td> <td>35</td> <td>Rs. 16,880/-</td> <td>Rs. 5,90,800/-</td> <td>Rs. 1,41,79,200/-</td> </tr> <tr> <td>3.</td> <td>Community Mobilization Consultant</td> <td>30</td> <td>Rs. 16,880/-</td> <td>Rs. 5,06,400/-</td> <td>Rs. 1,21,53,600/-</td> </tr> <tr> <td></td> <td>Total</td> <td>100</td> <td></td> <td>Rs. 16,88,000/-</td> <td>Rs. 4,05,12,000/-</td> </tr> </tbody> </table> <p>The agency/ Firm has to pay above monthly remuneration amount to each personnel after deducting Employee Provident Fund (EPF) at the applicable rate of 12 % and to deposit in their EPF account in time and claim the same from the client. In addition the client will pay the Employer Provident fund and ESI at the rate of 13.16 % and 4.75 % respectively extra to Agency/ Firm for depositing the same in respective of personnel account. The service charges quoted and GST at the prevailing rate on the date of monthly invoice will also be paid extra.</p> <p>The bidders are to offer percentage of service charges on total salary (as above) in price bid which shall be the bidding parameter. The agency who will offer lowest service charge shall be given financial score of 100 and others in proportion. Combined Technical and Financial scoring shall be calculated as per clause 18 above. The bidder scoring the highest combined score will be declared as successful bidder. The service charge shall be quoted in percentage of total salary amount to be payable excluding employer PF & ESI and GST. Client reserve the right to rejects bid of Bidder offering Zero or very low percentage service charges.</p> <p>However, if additional technical personnel are required during the contract period the contract value will stand amended based on no of personnel engaged as per the rate specified above and period of engagement. The salary amount mentioned above may be varied from time to time as per the Govt. Instruction/ notification/ circular.</p>					Sl no.	Name of Position	Total no of personnel required (Approx.)	Remuneration per month per person	Total Remuneration per month (c x d)	Total Remuneration For two Year (e x 24)	a	b	c	d	e	f	1.	Accounting Consultant	35	Rs. 16,880/-	Rs. 5,90,800/-	Rs. 1,41,79,200/-	2.	MIS Consultant	35	Rs. 16,880/-	Rs. 5,90,800/-	Rs. 1,41,79,200/-	3.	Community Mobilization Consultant	30	Rs. 16,880/-	Rs. 5,06,400/-	Rs. 1,21,53,600/-		Total	100		Rs. 16,88,000/-	Rs. 4,05,12,000/-
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	<p>The total payable for the salary/remuneration of 100 personnel (Approx.) per month is Rs. 16,88,000/-. The total contract value for two years is Rs. 4,05,12,000/- plus service charges payable to agency/ firm as per rate to be quoted and exclude the EPF (Employer), ESI and GST applicable from time to time.</p> <p>For visit to outside the place of posting, the TA & DA as applicable for equivalent grade Government employees shall be payable to the recruited personnel by the concerned ULB, for which prior approval of Authority is to be obtained.</p>
8	<p>Address for submission of Proposals:</p> <p>The Additional Director, State urban Development Agency (SUDA, H & UD Department, Govt. of Odisha, SUDA Building, Adjacent to Bhubaneswar Municipal Corporation Office, Vivekananda Marg, Bhubaneswar, PIN: 751014 Email : sudaodisha1990@gmail.com</p>
9	<p>A pre-bid conference to be held: YES</p> <p>Date:17th September 2018</p> <p>Time:11:00 AM</p> <p>Place: Conference Hall of SUDA, Vivekananda Marg, Near Bhubaneswar Municipal Corporation (BMC), Bhubaneswar - 751014</p>
10	<p>The Client's Representative is:</p> <p>The Additional Director, State urban Development Agency (SUDA, H & UD Department, Govt. of Odisha, SUDA Building, Adjacent to Bhubaneswar Municipal Corporation Office, Vivekananda Marg, Bhubaneswar, PIN: 751014 Email : sudaodisha1990@gmail.com Contact No: 0674-2432317 (Office)</p>
11	<p>Proposals shall remain valid for 90 days after the submission date indicated in this Data Sheet.</p>
	<p>Clarifications may be requested not later 11th September 2018 (5.00 PM). All requests for clarifications will be directed to the Client's representative. The Client shall respond to requests for clarifications by electronic means (Websites) after seven (7) days of pre-bid meeting date.</p>
12	<p>The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES</p>
13	<p>Joint Ventures or Consortium offer: - NOT permissible</p>
14	<p>Bidders Eligibility Criteria – Applicable ; As specified at clause - 2 ANNEXURE - I</p>
15	<p>While submitting the proposal the bidder has to ensure that the technical Proposal for the each package in original to be kept in sealed envelope with superscription “Technical Proposal for Providing technical personnel under capacity building programme of Urban Local Bodies in Odisha” and Financial Proposal in original to be kept in separate sealed envelope with superscription “Financial Proposal for Providing technical personnel under capacity building programme of Urban Local Bodies in Odisha”. Both the above two sealed envelopes to be kept in an outer envelope marked as under.</p>

16	<p>The outer envelope must be labeled with:</p> <ul style="list-style-type: none"> a) Title: “Proposal for Providing technical personnel under capacity building programme of Urban Local Bodies in Odisha”. b) RFP Number; c) Last date of bid Submission ; d) Full address of bid submission authority with contact no and email on the right; e) Full address of the Bidder with contact no and email on the left. <p>On the envelope clearly write/print in bold capital letters “DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT’S REPRESENTATIVE AND PRIOR TO 24th September, 2018 (3.00 PM)”.</p>
17	<p>If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.</p>
18	<p>Tender fee must be deposited: YES Tender fee of Rs. 5,000/- (non-refundable) to be deposited.</p> <p>Earnest Money Deposit (EMD) to be submitted: YES EMD of Rs. 1,00,000 (Refundable) to be deposited. The EMD of successful bidder shall be kept with the client and will be refunded after completion of the contract period. Both tender fee and EMD should be accompanied with technical proposal.</p>
19	<p>Form for Tender fee & Earnest Money will be: in shape of demand draft in favor of the Additional Director, SUDA, payable at Bhubaneswar.</p> <p>Bids not accompanied by tender fees and EMD shall stand rejected.</p>
20	<p>A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: YES</p> <p>The amount will be 5 percent of the total contract value to be submitted in form of Bank Guarantee (BG) as per format given in Annexure VII from any scheduled bank having branch in Bhubaneswar; The bank guarantee should be submitted within 15 days of signing of the contract agreement. If the BG shall not be deposited within the stipulated time, the contract may be terminated.</p>
21	<p>Proposals must be submitted no later than the following date and time: 24th September 2018 up to 13.00 hours (1.00 PM).</p>
22	<p>Date and time for public opening of the Technical Proposals received: 24th September 2018 at 15.00 hours (3.00 PM).</p> <p>Date & time of opening of Financial proposal will be communicated later to eligible bidders.</p>
23	<p>Expected date/month for commencement of consulting services: 1st November, 2018</p>
24	<p>Expected date/month for completion of consulting services: 31st October, 2020</p>

B. Check List:

The bidders are requested to check the following points before submitting the bids:

i)	1.	Whether the Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2.	Whether each proposal has been signed by the appropriate authority?
	3.	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants certificate for consultancy turnover?
	4.	Have the Tender Fee and EMD been enclosed with the technical proposal?
	5.	Whether the number of pages of the proposal properly indexed?
ii)		All the bidders should send:
	a.	Agency's consent/Covering letter as specified in Technical bid format
	b.	Brief Profile of the Agency
	c.	Experience of similar project/assignment of providing technical manpower (like Accounting Consultant/ IT Consultant/ Social Consultant) in Finance/ IT/ Social disciplines to Government Departments/ Govt. Institutes/ Public Sector Undertakings for at least 1 year with annual contract value of the project awarded being not less than Rs. 50.00 lakh carried out in last Five year. (copy of work order/certificate to be enclosed).
	d.	Self-certificate by Director/Owner of the bidders firm regarding the no of persons employed in roll of company as on 31st August 2018.
	e.	Undertaking regarding non blacklisted by any State Govt./ Central Govt., / any PSU.

Technical Proposal Letter of Submission

Letter No.:

Place:

Date:

From:

**[Name of Consultant with
Complete Address of Communication]**

To:

**The Additional Director,
State urban Development Agency (SUDA),
H & UD Department, Govt. of Odisha,
SUDA Building, Vivekanand Marg,
Bhubaneswar, PIN: 751014,
Contact No: 0674-2432317 (Office)**

Subject: Technical proposal for providing technical personnel under capacity building programme of Urban Local Bodies in Odisha.

Sir,

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated _____, we are hereby submitting our Technical Proposal in hard copy 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 90 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 **(Name of the agency/institution)**. 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 **(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,

Enclosures:

Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

A. General Details:

1	Name of the organization/ Firm/ Agency and Registration no., Date of Registration	(Registration certificate should be enclosed)
2	Permanent address: Tel : Fax : Email id :	
3	Name of the Authorized person for submitting proposal: Mobile No. : Email id : (Attach Authorization letter of Competent Authority)	
4	Demand draft Details of Tender fee Amount: DD No.: Issuing Date: Name of the Bank:	
5	Demand draft Details of EMD Amount : DD No. : Issuing Date : Name of the Bank:	
6	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
7	Whether the agency was ever blacklisted: Y/N if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
8	Brief professional background of the organization	
9	Confirm to carry assignment as per TOR of RFP and pay the salary/ remuneration as specified at data sheet clause 7.	YES
10	Confirm to accept all term & conditions specified in RFP documents	YES
11	Confirm at least one similar project/assignment of providing technical manpower (like Accounting Consultant/ IT Consultant/ Social Consultant) in Finance/ IT/ Social disciplines to Government Departments/ Govt. Institutes/ Public Sector Undertakings for at least 1 year with annual contract value of the project awarded being not less than Rs. 50.00 lakh carried out in last Five year (1 st September 2013 – 31 st August 2018).	YES (the work order should be submitted) Information shall be submitted as per Annexure - III
12	Confirm whether you have an office in Bhubaneswar	YES (Copy of address to be attached)
13	Whether Registered with appropriate authority (As per Clause 2 – Annexure 1)	YES
14	Other Registration No.: PAN No.: GST No EPF registration No: ESI registration No:	(Copy of registration certificates to be attached)

The firm/agency must enclose the supporting document of above with the technical proposal.

B. Financial Details

SN	Year	Consultancy Turnover	Net worth
1.	2015-16		
2.	2016-17		
3.	2017-18		
	Avg. for 3 years		

(Certificate from Chartered Accountant for the consultancy turn over to be enclosed along with the copies of balance sheets.)

C.(A) Institutional Strength (Quality and Number of Own Expert/ Technical Personnel)**C.1.: Finance Discipline:**

SN	Name of the Expert	Qualification	Years of Experience	Details of best projects

C.2.: IT Discipline:

SN	Name of the Expert	Qualification	Years of Experience	Details of best projects

C.1.: Social Discipline:

SN	Name of the Expert	Qualification	Years of Experience	Details of best projects

The CVs of above named expert are to be given as per the format as per Annexure III A

C. (B): Total Number of personnel in payroll as of 31st August 2018 and duly certified by the Director/ Owner of the company or authorized representative of the company

--

E. WORK Experience in last 5 years

(similar project/assignment of providing technical manpower (like Accounting Consultant/ IT Consultant/ Social Consultant) in Finance/ IT/ Social disciplines to Government Departments/ Govt. Institutes/ Public Sector Undertakings for at least 1 year with annual contract value of the project awarded being not less than Rs. 50.00 lakh carried out in last Five year (1st September 2013 – 31st August 2018). Must have at least 1 contracts.

SN	Name of Client and Address	Details of Similar Projects	Duration of project (Start Date & Completion Date)	Value of consultancy fee in INR	Work order issued/ MoA signed on date (Attach documents)	Status of implementation

E. 1. WORK Experience in Project/Contract for providing expert in Financial discipline with contract value above 10 Lakh in last Five year (1st September 2013 – 31st August 2018).

SN	Name of Client and Address	Details of Similar Projects	Duration of project (Start Date & Completion Date)	Value of consultancy fee in INR	Work order issued/ MoA signed on date (Attach documents)	Status of implementation

E. 2. WORK Experience in Project/Contract for providing expert in IT discipline with contract value above 10 Lakh in last Five year (1st September 2013 – 31st August 2018).

SN	Name of Client and Address	Details of Similar Projects	Duration of project (Start Date & Completion Date)	Value of consultancy fee in INR	Work order issued/ MoA signed on date (Attach documents)	Status of implementation

E. 3. WORK Experience in Project/Contract for providing expert in Social discipline with contract value above 10 Lakh in last Five year (1st September 2013 – 31st August 2018).

SN	Name of Client and Address	Details of Similar Projects	Duration of project (Start Date & Completion Date)	Value of consultancy fee in INR	Work order issued/ MoA signed on date (Attach documents)	Status of implementation

F. Methodology including Management Plan

A detailed write-up under the following heads to be submitted along with this offer.

- i. Appreciation of the project and response to the ToR.
- ii. Methodology including work plan and proposed management plan.
- iii. Provisions to secure and retain professionals.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Format for CVs**Curriculum Vitae (CV) of Different Expert (Finance/ IT/ Social)**

- i. **Name of Firm:** [Insert name of firm proposing the staff]
- ii. **Name of Staff:** [Insert full name]:
- iii. **Position:**
- iv. **Date of Birth:**
- v. **Nationality:**
- vi. **Education:**
[Indicate college/university with Specialisation and year of Passing in descending Order]
- vii. **Membership of Professional Associations:**
- viii. **Other Training:**
- ix. **Countries of Work Experience:**
[List countries where staff has worked in the last ten years]:
- x. **Languages:** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- xi. **Employment Record:**
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: To [Year]:
Employer:
Positions held:
Detailed Tasks Assigned
[List all tasks to be performed under this Assignment/job]
- xii. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]
Name of Assignment/job or project: Year:
Location: Employer:
Main project features: Positions held: Activities performed:

xiii. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized

Place: [representative of the staff]

[Full name of authorized representative]:

Notes:

- i. Each page of the CV shall be signed by the Authorized Representative of the Bidder firm.

FINANCIAL PROPOSAL SUBMISSION FORM

Date:

Place:

From:

**[Name of Consultant with
Complete Address of Communication]**

To:

**The Additional Director,
State urban Development Agency (SUDA),
H & UD Department, Govt. of Odisha,
SUDA Building, Vivekanand Marg,
Bhubaneswar, PIN: 751014,
Contact No: 0674-2432317 (Office)**

Subject: Financial proposal for providing technical personnel under capacity building programme of Urban Local Bodies in Odisha.

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for providing of manpower services of different positions in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is _____ (%) percentage of salary/ remuneration (Without Employer PF, ESI and GST). This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Enclose: Financial Proposal

Format for Financial Proposal

Sl no.	Name of Position	Total no of personnel (Approx.)	Remuneration per month per person	Total remuneration per month (c x d)	Total Remuneration for two Years (e x 24)
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>
1.	Accounting Consultant	35	Rs. 16,880/-	Rs. 5,90,800/-	Rs. 1,41,79,200/-
2.	MIS Consultant	35	Rs. 16,880/-	Rs. 5,90,800/-	Rs. 1,41,79,200/-
3.	Community Mobilization Consultant	30	Rs. 16,880/-	Rs. 5,06,400/-	Rs. 1,21,53,600/-
	Total	100		Rs. 16,88,000/-	Rs. 4,05,12,000/-
	BIDDING PARAMTER (Percentage on total salary/ remuneration to be quoted)		Service Charges @ _____%	_____	_____
			EPF (13.16% of salary)		
			ESI (4.75% of salary)		
			Total (a) (Remuneration + Service Charges + EPF +ESI)	_____	_____
			GST (18%) on Total (a)	_____	_____
			Grand Total [Total (a) + GST]	_____	_____

- I. GST as applicable on date of invoice is payable.
- II. Fee offered above shall remain firm and fixed till completion of the contract
- III. The bidding parameter is service charges which should be in percentage quoted on total salary/ remuneration.
- IV. It is noted that, total no of consultants mentioned above may vary from time to time as per requirement but the percentage rate quoted on salary shall be fixed.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Terms of Reference

Vision:

To equip and empower Urban Local Bodies (ULBs) to discharge their functions in line with 74th Constitutional Amendment Act (CAA).

Mission

ULBs shall be equipped and empowered by building capacities in terms of human resources, infrastructure, procedures and systems to effectively deliver basic services to the citizen

Objectives:

The objectives of Comprehensive Capacity Building Programme are to create an enabling environment for capacity building of ULBs through the right mix of policy and implementation supports in the areas of organisational development, human resource development, strategic planning, technology improvements, and resource mobilization capacities. This will ensure equity, inclusiveness and responsiveness of ULB officials and elected representatives. The specific objectives are to help ULBs to:

1. Effectively function as institutions of local governance as per 74th CAA,
2. Develop capacities in the areas of financial management, budgeting and accounting, MIS, data management, Social mobilisation & Community development,
3. achieve the benchmarks of reforms on urban management and renewal,
4. To create an enabling environment for stakeholder consultations and participation in service delivery,
5. To promote the use of Information Communication Technologies and robust information systems through e-governance,

1. TERMS OF REFERENCE

The firm/agency shall provide the Technical Personnel for different position to the State Urban Development Agency (SUDA) under capacity building programme to work with the ULB of different towns and/or SUDA/ H&UD Dept. at Bhubaneswar. The personnel shall work basically with ULB staffs and/or staff with SUDA/ H&UD Department, Govt. of Odisha.

1.1 Objectives:

The objectives are to work in the different ULBs and support to the ULB in the respective field under the ULB authority.

1.2 OBLIGATIONS OF THE CONSULTANT FIRM

- a) The Consultant firm/ Agency shall perform all its obligations under this agreement & the terms and condition prescribed in tender notification (including the provision of Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts. The Consultant/ agency should provide various required personnel in different position according to the terms and conditions prescribed in the RfP. The personnel who will be deployed should work closely with the staffs of ULBs and SUDA and H&UD Department, Govt. of Odisha.
- b) The Consultant/agency shall ensure to retain the required personnel up to the completion of assignment. The Consultant/agency also ensures that the personnel who will be deployed at different ULBs should fulfill the minimum qualification and Experience criteria and also be sound minded.
- c) The detailed description of Services is mentioned in the ToR. It is herewith stated that the Agency is familiar with the scope of work and tasks to be performed as described in Scope of Work or ToR of the agreement.

- d) The agency shall be responsible for appropriate replacement of staff employed in case of resignation/ Termination.
- e) If the Client or the agency (i) find that any of the personnel has not been able to perform as per his/her ToR or has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied at the performance of any of the staff, then the Agency/ Firm shall, specifying the grounds therefore, forthwith provide suitable replacement, a person with equivalent or better qualifications and expertise as replacement, subject to approval of the Client, within 15 days.
- f) The agency will ensure the selection of only those candidates who fulfill the eligibility criteria prescribed herewith. Under no circumstances, the selection and recruitment process be diluted.
- g) For the period of absence of Personnel for more than 15 days, the agency/ firm will not claim the remuneration against the Personnel concerned for the said period of absence or non-engagement of such personnel.
- h) The agency shall ensure that all the personnel are paid their salary/remuneration on or before 5th day of every succeeding month.
- i) The agency shall ensure the personnel who are recruited will get the same salary amount as prescribed in this RfP or amended by the client time to time. No deduction of salary is permissible except Employee PF and/or Employee ESI.
- j) The agency shall ensure that the amount towards Provident fund and ESI will be deposited in time with the respective account of the personnel.

2. SUPPORTS BY CLIENT

The Client/ULB will provide necessary support to carry out the assignment by the consultancy firm/ agency as per the Terms of Reference. The concerned ULB/ client will provide min. required logistic support (Chair, Table, Computer, office stationeries etc.) to the personnel recruited for the assignment. For visit to ULBs/ SUDA/ H&UD Deptt. outside the place of posting TA & DA as applicable for equivalent grade Government employees shall be payable by the ULB/SUDA, for which prior approval of Authority is to be obtained.

3. Terms of Reference of the personnel to be deployed

The Consultancy firm/ Agency shall provide the technical personnel in different positions as per the RfP/tender issued. The agency should ensure that the personnel recruited for this assignment having prescribed minimum qualification and experience. As per the RfP/tender notice issued, the agency will deploy various personnel who will satisfy the following qualification and experience and also willing to work as per the following scope of work.

Qualification, Experience and Scope of work:

I. MIS Consultant:

a. Qualification & Experience:

- i. The person should be MCA/ B.Tech (Comp. Sc/ IT) or Graduate with PGDCA from recognized University;
- ii. Minimum of 1 years of experience in MIS, data management, technical support to software application;
- iii. Knowledge of English both written and spoken along with sound communication skills;
- iv. Ability to work closely with Government and support organizations and having excellent documentation and report writing skills;
- v. Working Experience in urban sector will be preferred;
- vi. S/he should know the Odia language.

b. Scope of work:

The followings are the scope of work which shall be carried out by the MIS Consultant:

- i. Planning and scheduling of all monitoring, evaluation and quality Control activities at state and district level;
- ii. Entry in MIS System and management of information as per requirement;
- iii. Preparation of MIS reports of all urban schemes/ programmes as and when required;
- iv. Planning, organizing and coordinating training programmes on monitoring, learning and quality Control mechanism etc;
- v. Feedback on monitoring and quality control data through presentation in review meetings at district level;
- vi. Publication of newsletters and creating Projects related material for publication and distribution;
- vii. Dissemination of information, RTI and Governance and Grievance handling;
- viii. Overall management of IT support to the programme both at district level under the guidance of Director, DUDA;
- ix. Liaison and coordination with MIS agency, Liaison and coordination with district and State level MIS Team;
- x. Periodic review of software applications in consultation with the resource person, MIS agency and SPU team;
- xi. Any other work assigned by the officer concerned.

II. Accounting Consultant:**a. Qualification & Experience:**

- i. The person must have Bachelor's Degree in any discipline from a recognised university or its equivalent along with Intermediate in CA from ICAI or Intermediate in CWA from ICWAI.
- ii. S/he must have basic Computer knowledge;
- iii. Minimum of 1 year of relevant working experience related to Accounts and Financial Management;
- iv. Thorough knowledge of relevant working experience related to Accounts and Financial Management;
- v. Thorough Knowledge of Double Entry Accounting System, accounting Standards and procedures;
- vi. Working Experience in urban sector will be preferred;
- vii. Knowledge of English both written and spoken along with sound communication skills;
- viii. S/he should know the Odia language.

b. Scope of work:

The followings are the scope of work which shall be carried out by the Accounting Consultant:

- i. Identify reform measures for revenue enhancement for tax and non-tax sources in the ULB and helps in implementation of reforms so identified;

- ii. Develop mechanisms and systems for implementation of accrual based double entry accounting system and hand holding of ULB for the same;
- iii. Maintenance of books of accounts, registers, files and other accounts related documents;
- iv. Processing of Payment of Bills and Maintenance of Asset Registers at ULB;
- v. Preparing Bank Reconciliation statement periodically;
- vi. Establishing internal and external audit arrangement;
- vii. Budget preparation, ensuring effective and efficient fund flow;
- viii. Monitor implementation of municipal financial and accounting reforms;
- ix. Helps ULB in asset valuation and preparation of balance sheet;
- x. Develop innovation approach towards capital financing and Timely preparation of reports and reporting for project purposes, to funding agencies and state and central government;
- xi. Handling of Tally Software;
- xii. Any other work assigned by the officer concerned.

III. Community Mobilization Consultant:

a. Qualification & Experience:

- i. The person should be Graduate (Bachelor)/ Post Graduate (Master Degree) in Sociology/ Social Work/ Home Science/ Community Development from a Govt. Recognised University.
- ii. S/he must have basic computer knowledge;
- iii. Working Experience in urban sector will be preferred;
- iv. Knowledge in Odia is essential
- v. Having 1 year of experience as community worker/ Social work in any reputed NGO/ Govt. Organisations.

b. Scope of work:

The followings are the scope of work which shall be carried out by the Community Mobilization Consultant:

- i. Facilitating and promoting voluntarism and organizing community structures/ groups;
- ii. Guiding and assisting the community in assessing its needs organizing community structure, developing a community vision and formulating community development action plans;
- iii. Coordinating the conduct of Slum, Households and Livelihoods surveys and maintaining database on the Urban poor and their needs;
- iv. Working with the community to implement and monitor UPA and related programmes or activities;
- v. Assessing skill needs of the urban poor and facilitating skill development training and post training handholding;
- vi. Liaising with the sector departments to establish initial contacts with the community in support of their programmes;
- vii. Facilitating community empowerment through community level training, information sharing, exchange of experiences, community skills enhancement programmes etc.

- viii. Identifying suitable beneficiaries for self-employment ventures, preparing applications for securing bank credit after approval of the name of beneficiaries by the CES and taking subsequent follow up with the ULBs/ Banks/ administration until final disposal of the applications;
- ix. Regularly following up with the financed beneficiaries to monitor the progress of their self employment ventures as also the timely repayment of loans etc.
- x. Any other function may be assigned for furtherance of the targets of alleviating/ eradicating urban poverty.
- xi. Any other work assigned by the officer concerned.

4. PAYMENT AND REPORTING SCHEDULE AND ADDITIONAL PERSONNEL

4.1 The personnel shall report at ULB/ SUDA/ H&UD Department, Govt. of Odisha. The monthly attendance statement indicating the no of days presence to be submitted to commissioner/ Executive Officer/ Reporting officer. After due endorsement by above officer, the same to be submitted to SUDA along with the monthly invoice for releasing of monthly payment to the agency. In addition, the monthly progress report indicating work carried out by the personnel to be submitted to commissioner/ Executive Officer and to SUDA along with the Invoice.

4.2 The fee payable to provide technical personnel and carry out activities as per the ToR shall be as under:

Sl no.	Name of Position	Total no of personnel required (Approx.)	Remuneration per month per person	Total Remuneration per month (c x d)	Total Remuneration per Year (e x 12)
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>
1	Accounting Consultant	35	Rs. 16,880/-	Rs. 5,90,800/-	Rs. 1,41,79,200/-
2	MIS Consultant	35	Rs. 16,880/-	Rs. 5,90,800/-	Rs. 1,41,79,200/-
3	Community Mobilization Consultant	30	Rs. 16,880/-	Rs. 5,06,400/-	Rs. 1,21,53,600/-
	Total	100		Rs. 16,88,000/-	Rs. 4,05,12,000/-

The agency/ Firm has to pay above monthly remuneration amount to each personnel after deducting Employee Provident Fund (EPF) at the applicable rate of 12 % and to deposit in their EPF account in time and claim the same from the client. In addition the client will pay the Employer Provident fund and ESI at the rate of 13.16 % and 4.75 % respectively extra to Agency/ Firm for depositing the same in respective of personnel account. The service charges quoted and GST at the prevailing rate on the date of monthly invoice will also be paid extra.

However, if additional technical personnel are required during the contract period the contract value will stand amended based on no of personnel engaged as per the rate specified above and period of engagement. The salary amount mentioned above may be varied from time to time as per the Govt. Instruction/ notification/ circular.

The total payable for the salary/remuneration of 100 personnel (Approx.) per month is **Rs. 16,88,000/-**. The total contract value for two years is **Rs. 4,05,12,000/-** plus service charges payable to agency/ firm as per rate to be quoted and exclude the EPF (Employer), ESI and GST applicable from time to time.

For visit to outside the place of posting, the TA & DA as applicable for equivalent grade Government employees shall be payable to the recruited personnel by the concerned ULB, for which prior approval of Authority is to be obtained.

Agency to submit the monthly invoice within 10th of the month along with the following supporting documents:

1. Evidence of payment of salary to the respective account of the consultant;
2. Depositing the amount of EPF and ESI of the previous month/quarter;
3. Attendance certificate duly certified the concerned reporting officers (MC/ EO/ reporting officer etc.)
4. Monthly Progress report of consultants as per prescribed format.

The client will make payment to the agency within 15 days after verification of supporting documents submitted by the agency.

- 5. Contract Period:** The contract will be initially for a period of two year from the effective date of contract and can be renewed for further period of one year on the same terms and conditions, subject to satisfactory performance.
- 6. Variation of No. of Consultants:** The no of consultants mentioned above is subject to variation as per the requirement of the client and agency shall provide no of consultants as per the requirement communicated by the client. The client reserves the rights to take additional personnel during the contract period up to **maximum of 100 nos.** over and above the present indicative requirement of 100 nos.

Standard Form of Contract

CONTENTS

I. Form of Contract

II. General Conditions of Contract

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

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services (ToR)

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

Appendix E - Duties of the Client

CONTRACT for providing of technical personnel under Capacity Building Programme of Urban Local Bodies in Odisha.

between

**State urban Development Agency (SUDA),
Housing & Urban Development Department,
Govt. of Odisha, Bhubaneswar**

and

[name and address of the Selected Consultancy firm/ agency]

Dated:

Place:

I. Form of Contract

(Text in brackets [] should be filled up appropriately)

This CONTRACT (hereinafter called the "Contract") is made the day ofof 2018 between **The Additional Director, State Urban Development Agency (SUDA), H&UD Department, Govt. of Odisha**, Vivekananda Marg, Bhubaneswar - 751 014 (hereinafter called the "**Client**", or the "**Authority**" or "**First Party**"),

AND

The [name of Consultancy firm/agency] having its head office located at (**address of Consultancy firm/agency**) (hereinafter called the "**Consultancy Firm**" or "**Agency**" or "**Second Party**" or "**Firm**" which expression shall include their respective successors and permitted assigns) of the other part.

WHERE AS

- a) the Consultancy firm/agency, having represented to the "Client" that it has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated ____ issued by the Client;
- b) the "Client" has accepted the offer of the Consultancy firm/agency to provide the services on the terms and conditions set forth in this Contract.

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

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Client"
 - Appendix F: Duties of the Consultancy firm/agency

2. The mutual rights and obligations of the "Client" and the Consultancy firm/agency shall be as set forth in the Contract, in particular:

- a) the Consultancy firm/agencies shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) the "Client" shall make payments to the Consultancy firm/agency in accordance with the provision of the Contract

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

Signed by:

For and on behalf of the **FIRST PARTY**,
(SUDA, H&UD Department)

In presence of
(Witness)

Name:

(i)

Designation:

(ii)

For and on behalf of the **SECOND PARTY**,
(Consultancy Firm)

In presence of
(Witness)

Name:

(i)

Designation

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

1.4 Headings

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

1.5 Notices

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

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

1.6 Location

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

1.7 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 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.

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 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 action satisfactory to the Client to remedy the situation;
- b. The Client may also sanction against the Consultancy firm/agency, 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;

1.9.3 Commissions and Fees

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

2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Client's notice to the Consultancy firm/agency instructing the Consultancy firm/agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC 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 number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period as specified in the SC.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
(b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-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 fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the 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 8.

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 By the “Client”: 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 substantial bearing on providing Services under this contract) insolvent or go 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 8 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 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 Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy firm/agency to improve the quality of the services.
- 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 (60) 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, and sixty (60) days’ in case of the event referred to in (i).

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

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

- b) 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 (60) days.
- c) If the "Client" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the "Client" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultancy firm/agency may have subsequently approved in writing) following the receipt by the "Client" of the Consultancy firm/agency's notice specifying such breach.

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

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the 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 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Client" shall make the following payments to the 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 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (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 client within 30 days of termination date.

2.9.6 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 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE 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 Contract or to the Services, as faithful adviser to the "Client", and shall at all times support and safeguard the "Client's legitimate interests in any dealings with Sub-Consultancy firm/agency or Third Parties.

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

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 6 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 may be.
- 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 Appendix C.
- 3.7 Reporting Obligations:** The Consultancy firm/agency shall submit to the "Client" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 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 recovering the expenses related to the development of the program(s) concerned.
- 3.9 Equipment, Vehicles and Materials Furnished by the "Client":** Equipment, vehicles and materials made available to the Consultancy firm/agency by the "Client", or purchased by the Consultancy firm/agency wholly or partly with funds provided by the "Client", shall be the property of the "Client" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultancy firm/agency shall make available to the "Client" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Client's instructions. While in possession of such equipment, vehicles and materials, the Consultancy firm/agency, unless otherwise instructed by the "Client" in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value.
- 3.10 Equipment and Materials provided by the 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 Project or 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: 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.

4.2 Description of Personnel:

- a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultancy firm/agency's Key Personnel are as per the Consultancy firm/agency's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Client", his/her name is listed as well.
- b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the 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 GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Client's written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Client" and the Consultancy firm/agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultancy firm/agency listed by title as well as by name in Appendix C 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 a copy of their Curricula Vitae (CVs). If the "Client" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Client".

4.4 Removal and/or Replacement of Personnel:

- a) Except as the "Client" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultancy firm/agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy firm/agency shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the "Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm/agency shall, at the "Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Client".
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Consultancy firm/agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultancy firm/agency shall bear all additional travel and other costs arising out of or incidental to any

removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE "CLIENT"

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

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

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

5.3 Services, Facilities and Property of the "Client":

- a) The "Client" shall make available to the Consultancy firm/agency and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in **Appendix E** at the times and in the manner specified in said **Appendix E**.
- b) In case that such services, facilities and property shall not be made available to the Consultancy firm/agency as and when specified in Appendix E, 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.

5.4 Payment: In consideration of the Services performed by the Consultancy firm/agency under this Contract, the "Client" shall make to the Consultancy firm/agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel:

- a) If necessary, the "Client" shall make available to the Consultancy firm/agency free of charge such professional and support counterpart personnel, to be nominated by the "Client" with the Consultancy firm/agency's advice, if specified in Appendix E.
- b) Professional and support counterpart personnel, excluding "Client's liaison personnel, shall work under the exclusive direction of the Consultancy firm/agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy firm/agency that is consistent with the position occupied

by such member, the Consultancy firm/agency may request the replacement of such member, and the "Client" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANCY FIRM/AGENCY

6.1 Total Cost of the Services

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

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

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

- a) The Consultancy firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.
- b) Once a milestone is completed, the Consultancy firm/agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Consultancy firm/agency without further delay.
- c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultancy firm/agency and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Consultancy firm/agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy firm/agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm/agency to the "Client" within thirty (30) days after receipt by the Consultancy firm/agency of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.
- d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultancy firm/agency and the Consultancy firm/agency has made presentation to the CMC /

Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the Consultancy firm/agency.

- e) If the deliverables submitted by the Consultancy firm/agency are not acceptable to the Client, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultancy firm/agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
- f) All payments under this Contract shall be made to the accounts of the Consultancy firm/agency specified in the SC.
- g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultancy firm/agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm/agency in writing and the Consultancy firm/agency has made necessary changes as per the comments / suggestions of the Client communicated to the Consultancy firm/agency.
- h) In case of early termination of the contract, the payment shall be made to the Consultancy firm/agency 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 Consultancy firm/agency 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 Consultancy firm/agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro -rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the 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 case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry/ Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the 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.

9. Liquidated Damages

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

9.2 The amount of liquidated damages under this Contract shall not exceed [10] % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

- a. If the deliverables are not submitted as per schedule as specified in SC 13, the Consultancy firm/agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- b. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultancy firm/agency shall be liable for Liquidated Damages for an amount equal to [] % of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/Consultancy firm/agency shall notify the Client/ the Government of Odisha of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/Consultancy firm/agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

- v. The Contractor/Consultancy firm/agency 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.
- vi. The Contractor/Consultancy firm/agency 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.
- vii. 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.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/ Consultancy firm/ agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of Odisha or the Client.

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	1. "Client": Attention: Facsimile:
		2. Consultancy firm/agency : Attention: Facsimile:
2	1.7	{insert name of member} The Authorized Representatives are: For the "Client": 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 within 15 days of contract signing.
5	2.2	The time period shall be one months
6	2.3	The time period shall be 15 days from effective date
7	2.4	The time period of expiry of contract is 1 year from date of contract.
8	4.5	a. The Resident Manager is not required.
9	6.1 (b)	The ceiling in local currency is specified in Appendix D
10	6.3	Payment will be made as below

PAYMENT AND REPORTING SCHEDULE

The personnel shall report at respective ULB to Municipal Commissioner/ Executive Officer. The monthly attendance statement indicating the no of days presence in the ULB to be submitted to commissioner/ Executive Officer. After due endorsement by above officer, the same to be submitted to SUDA along with the monthly invoice for releasing of monthly payment to the agency.

12. 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 Contractor 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.

Appendices-IV

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Client” and the Consultancy firm/agency during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/ outcome to be reviewed, tested and approved by “Client”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Here reports mentioned at SC SL.11 ARE TO BE MENTIONED, along with details of persons for each ULB will be given here.

APPENDIX C – STAFFING SCHEDULE

(here the agreed 100 nos approx. of technical personnel for the - ULB will be given)

APPENDIX D – TOTAL COST OF SERVICES IN

The total fee payable for the 100 (approx.) technical personnel finalised with successful bidders will be specified.

APPENDIX E - DUTIES OF THE “CLIENT”

The ‘client’ will provide the sitting arrangement for the technical personnel along with necessary computer facilities required for functioning of the personnel at respective ULBs

Performance Bank Guarantee Format

To

The Additional Director
State Urban Development Agency,
Housing & Urban Development Department,
Govt. of Odisha

WHEREAS.....(name and address of the contractor/
Agency) (hereinafter called "the contractor" or "Agency" or "Consultancy Firm") has undertaken,
in pursuance of contract no dated.....to provide service of
.....(description of services) (herein after 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 amount of Rs..... (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 there under 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 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

* Preferably at Bhubaneswar

Seal, name & address of the Bank and address of the Branch

Format for Monthly Progress Report (MPR)

Name of Consultant (Technical Personnel):

Place of Posting:

Duration:

SI No	Task Assigned	Whether Task Completed	Remarks

(Add Row if required)

Signature of concerned reporting Authority