

Request for Proposal

for

Selection of consulting firm for setting up of Project Monitoring Unit For Odisha State Housing Board, Bhubaneswar

(Limited tender among Category - A firms notified by National e-Governance Division,
Ministry of Electronics & Information Technology, Govt. of India vide Notification No. F.N.
N-22018/33/2022-NeGD Dated 17.05.2024)

ODISHA STATE HOUSING BOARD (OSHB)
Sachivalaya Marg, Unit-III, Bhubaneswar - 751001



Bid Identification No. RFP_05/CE/2025-26_____ /OSHB
RFP Issued on __07__/_11__/_2025

Odisha State Housing Board,
Sachivalaya Marg, Unit -III, Bhubaneswar-751001, Odisha

DISCLAIMER

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

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

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

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

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

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

**Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU)
for Odisha State Housing Board, Bhubaneswar**

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

**Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU)
for Odisha State Housing Board, Bhubaneswar**

DATA SHEET

Sr.	Particular	Details
1.	Name of the Client	Chief Engineer Odisha State Housing Board, SachivalayMarg,Unit -Ill, Bhubaneswar-751001, Odisha
2.	Method of Selection	Limited tender among Category - A firms notified by NeGD
3.	RFPreference No. & Date Availability of Request for Proposal document.	No. 05/ CE/2025-26/OSHB, dtd. 07.11.2025 (Downloaded from OSHB Website: http://WWW.oshb.org from date 10.11.2025 to date 02.12.2025 up to 3.00 P.M
4.	Date, Time and venue for Pre-Bid Meeting	Dt. 18.11.2025 at 4.00 P.M. in the conference hall of Odisha State Housing Board, Bhubaneswar.
5	Last date & time for receipt of proposals	Dt .02.12.2025 till 3.00 P.M
6.	Date and time of opening of proposals	Dt_.03.12.2025 at 11.30 A.M
7.	Date andTime of Technical presentation	Dt.10.12.2025 at 11.30 A.M
8.	Date of communication to the selected bidder	Dt. 17.12.2025
9.	Earnest Money Deposit (EMD) (Refundable)	INR 1,00,000/- (Rupees One lakh only) in form of Demand Draft in favour of Odisha Housing Board Fund payable at Bhubaneswar.
10.	Contact Person	Chief Engineer, Odisha State Housing Board, SachivalayaMarg,Unit -Ill, Bhubaneswar-751001, Odisha E-mail ID: chiefengineer@oshb.org
11.	Address for Submission of Proposal	Odisha State Housing Board, SachivalayaMarg,Unit -Ill, Bhubaneswar-751001, Odisha Mode of Submission: Bids shall be submitted through OFFLINE MODE only in the Office of the Chief Engineer, OSHB in sealed envelope. Submission of bid through any other mode and late bid will be rejected.
12.	Place of Opening of Proposal	Odisha State Housing Board, Sachivalaya Marg, Unit -Ill, Bhubaneswar-751001, Odisha

SECTION: 1

LETTER OF INVITATION

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

LETTER OF INVITATION

RFPNo: 05/CE/OSHB/2025-26

Dated: 07.11.2025

Name of the Assignment: "Selection of a Consulting firm for setting up a Project Management Unit (PMU) for Odisha State Housing Board, Bhubaneswar"

Odisha State Housing Board (OSHB), (the "Authority"), invites limited proposal from Category - 'A' firms notified by NeGD for *"Selection of a Consulting firm for setting up a Project Management Unit (PMU) for Odisha State Housing Board, Bhubaneswar"*

1. A bidder will be selected through limited tender among **Category - A** firms notified by National e-Governance Division, Ministry of Electronics & Information Technology, Govt. of India vide Notification No. F.N. N-22018/33/2022-NeGD Dated 17.05.2024).
2. The proposal complete in all respect as specified in the RFP Document must be accompanied with a **Non-refundable** amount of **INR 23,600/- (Rupees Twenty-three thousand and six hundred only)** towards **Bid Processing Fee (including GST)** and a **Refundable amount** towards **EMD of INR 1,00,000/- (Rupees one lakh only)** as prescribed in RFP, failing which the bid will be rejected.
3. The proposal must be submitted as per the details mentioned in this RFP. Submission of proposal through any other mode will be rejected.
4. The last date and time for submission of proposal, date of opening of the technical proposal as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
5. This RFP includes following sections:
 - a. Letter of Invitation [**Section -1**]
 - b. Information to the Bidder [**Section -2**]
 - c. Terms of Reference [**Section -3**]
 - d. Technical Proposal Submission Forms [**Section -4**]
 - e. Bid submission check list including Performance Bank Guarantee and any other relevant assignment related material need to be provided[**Section -5**]
 - f. Standard Form Of Contract (Draft Agreement)[**Section -6**]
6. While all information/ data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consortium of consultants to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Chief Engineer

SECTION: 2

INSTRUCTION TO BIDDERS

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

1. Eligible Bidder:

Sr.	Eligibility Criteria	Supportive Documents
1.	Bidder must be empaneled as a Category A firm with National e-Governance Division, Ministry of Electronics & Information Technology, Govt. of India vide Notification No. F.N. N-22018/33/2022-NeGD Dated 17.05.2024)	Empanelment Letter of NeGD
2.	The Bidder must have the experience of at least 3 projects as PMU/ PMC/ Advisory services in state/central Govt Agency in urban development or Housing sector for at least one year.	TECH-5 -Copies of LoA /LoI/Work Order /Contract Document/ Completion Certificate
3.	The bidder must have a minimum average annual turnover of INR 25 (Twenty five) Crore from Govt. Consultancy Business during the last three financial years i.e., (2022-23, 2023-24 and 2024-25)	TECH - 3 along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ consortium consultants with Income Tax Return copy of last three years.
4.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. <i>(Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary Public)</i>	Self-Declaration from the Bidder / Lead consultant as per the format (TECH - 6)
5.	The bidders shall submit a Power of Attorney in favour of the bidder's representative.	Copy of power of attorney (TECH - 4)
6.	Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization as on date on the letterhead of the bidder	Undertaking

Please note that for the purposes of this RFP, consortium is not allowed.

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

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

- a. Filled in Bid Submission Check List in Original (**Annexure-I**)
- b. Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (**TECH -2**)
- e. Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
- g. Proof of experience of working as PMU consultant for last 5 years and above. (**TECH-5**)
- h. Self-Declaration regarding Conflict of Interest (**TECH -6**)
- i. CV of Key Personnel as per TOR (**TECH - 7**)
- j. Approach, Methodology & Work Plan to undertake the assignment (**TECH - 8**)
- k. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.

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

3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee (including GST) amounting to **INR 23,600/- (Rupees Twenty-three thousand and six hundred only)** in form of **Demand Draft** in favour of **Odisha Housing Board Fund payable at Bhubaneswar**. Proposals received without bid processing fee will be out rightly rejected.

4. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 1,00,000/- (Rupees One lakh only)** in form of **Demand Draft** in favour of **Odisha Housing Board Fund payable at Bhubaneswar**.

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The EMD of unsuccessful bidders shall be refunded without interest after finalization of selection process and award of contract. **No interest shall be paid on EMD.**

The EMD of the successful bidder will be released only after furnishing of the required **Performance Bank Guarantee (PBG) and signing of the contract**. **No interest shall be paid on EMD.** The EMD will be forfeited on account of the following reasons:

- || Bidder withdraws its proposal during the bid validity period as specified in RFP
- || Bidder does not respond to requests for clarification of its proposal.
- || Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- || If the bidder fails to
 - provide any clarifications to the Client
 - agrees to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - Furnish required **Performance Bank Guarantee (PBG) in time.**
- || Any other circumstance which holds the interest of the Client during the overall selection process.

5. Validity of the Proposal:

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

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

As indicated in RFP

7. Preparation and Submission of Proposal:

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

a. Documents Comprising the Bid

The proposals to be submitted by the bidders shall be in two copies namely **Technical Proposal**. The Proposal shall be submitted in separate covers as under:

Technical Proposal (to be submitted offline only)

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The “**Technical Proposal**” should have the following documents:

- a. Filled in Bid Submission Check List in Original(**Annexure-I**)
 - b. Covering letter (**TECH- 1**) on bidder’s letterhead requesting to participate in the selection process.
 - c. Copy of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
 - d. General Details of the Bidder (**TECH -2**)
 - e. Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
 - f. Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
 - g. Proof of experience of working as PMU consultant for last 5 years and above. (**TECH-5**)
 - h. Self-Declaration regarding Conflict of Interest (**TECH -6**)
 - i. CV of Key Personnel as per TOR(**TECH - 7**)
 - j. Approach, Methodology & Work Plan to undertake the assignment (**TECH - 8**)
 - k. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.
- b. **Submission of Bids**

(Offline submission as per the Procedure describe in this bid document)

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

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

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

Note:

Bids shall be submitted through **offline mode** only. OSHB shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.

The Scope of Work to be carried out by the Selected Firm is detailed in Section 3. The Bidders are required to quote for the entire scope of work detailed in Section 3, failing which the Bid will not be considered for evaluation.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

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8. Opening of the proposal:

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

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

9. Evaluation Criteria:

Interested empanelled consultancy firms would be required to submit a Technical Proposal in response to this RFP to be considered for evaluation.

Sl. No.	Parameter	Total/Maximum Marks	
1	FINANCIAL CAPACITY OF BIDDER	25	
	Bidder's Average Annual Turnover for the last Three Financial Years (2022-23,2023-24,2024-25 ending 31 March 2025) has to be at least INR 25 Crores from Govt. Consultancy Business. • For 25— 35 crores — 15 marks • For 36 — 50 crores — 20 marks • Above 50 crores — 25 marks	25	TECH -3
2	PROOF OF EXPERIENCE:	25	
	The Bidder must have the experience of at least 3 projects as PMU/ PMC/ Advisory services in state/central Govt Agency in urban development or Housing sector for at least one year. • For managing minimum 03 PMU/ PMC/ Advisory services— 15 marks • For managing more than 03 and upto 05 PMU/ PMC/ Advisory services — 20 marks • For managing more than 05 PMU/ PMC/ Advisory services — 25 marks	25	TECH -5

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3	SUITABILITY FOR THIS SCOPE: TEAM COMPOSITION	25	
	Team Leader- Procurement Expert	15	TECH -7
	Associate Consultant Engineer	05	
	Associate Consultant Architect	05	
4	PRESENTATION	25	
	The bidders shall be invited for a Power Point presentation based on the terms of reference highlighting the job responsibility of each team member in front of the committee to be formed by OSHB to evaluate the presentation .	25	TECH-8
	TOTAL	100	

Evaluation Process :

The Firm securing the Highest Technical Score will be adjudicated as the Best Value Bidder for the award of the work.

10. Performance Bank Guarantee(PBG):

Within 15 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **Rs.10.00 lakh**. from a scheduled commercial bank situated in Bhubaneswar in favour of **“Odisha Housing Board Fund payable at Bhubaneswar”**, as per the format at **Annexure-II**, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 3 months beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

11. Contract Negotiation:

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

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Negotiation will be performed covering technical aspects, if any and availability of proposed professionals etc.

12. Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 30 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **one year** from the date of effectiveness of the contract and will be further extended each year upto 2 years on mutual consent.

13. Payment Schedule

The total duration of the Consultancy shall be **12 (twelve) months** (Contract Period) from the date of signing of the contract agreement and will be further extended each year upto 2 years on mutual consent. **Payment shall be made on monthly basis as per the bills submitted by selected bidder.**

14. Conflict of Interest:

Conflict of interest exists in the event of:

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

15. Disclosure:

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

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where they have been found by any regulator or professional body to have committed professional misconduct;

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

16. Anti-corruption Measure:

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

17. Language of Proposals:

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

18. Cost of bidding:

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

19. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar , Orissa only.

20. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ **.50% per week**

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subject to maximum of 5% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

21. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document:

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

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

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

24. Copyright, Patents and Other Proprietary Rights:

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

25. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion,

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

26. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably matter shall be referred to the decision of Managing Director, OSHB, whose decision shall be final & binding on both the parties.

27. Disqualification of Proposal:

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

- || Proposal submitted without Bid Processing Fee & EMD as applicable
- || Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- || During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- || Proposal is received in incomplete form
- || Proposal is received after due date and time for submission of bid
- || Proposal is not accompanied by all the requisite documents / information
- || A commercial bid submitted with assumptions or conditions
- || Proposal is not properly sealed or signed
- || Proposal is not conforming to the requirement of the scope of the work of the assignment.
- || Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- || If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- || Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- || Any other condition / situation which holds the paramount interest of the Client during the overall section process.

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28. Liability:

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

29. Indemnity:

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

SECTION: 3

TERMS OF REFERENCE (ToR)

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

1. Background

The Orissa State Housing Board or the Odisha Housing Board came into existence w.e.f. 05.07.1968 by an Act of the State Legislature. The Board's main goal is to offer affordable housing in urban and semi-urban areas to address the State's severe housing shortage. It was established to give all socio-economic groups access to affordable housing.

The vision of the Odisha Housing Board is as follows:

- It is committed to meeting the State of Orissa's rising housing demand.
- To collaborate with the government's H&UD Department on the "Houses for All" mission to eradicate slum living in Orissa.
- To offer other organizations turnkey engineering, management, and financial consulting services as needed.
- To offer constructed spaces to support the State's future commercial growth.
- To take on projects in vast areas and contribute to rapid urbanization.
- Despite promoting the "greenhouse" concept through urbanization, it also preserves the environmental balance.
- To support the Green House Concept while maintaining the ecological balance despite urbanization.

Odisha State Housing Board has a historic tradition of strong civic activism dedicated to the cause of a better life for all consumers. Right from its inception OSHB as an organization, has traversed through many intricate paths and still grown from strength to strength.

OSHB has undertaken pioneering work in various fields and perceives its role as principal provider of houses for a better quality of life to the public.

2. Objective, Scope of Work, Resources

2.1 Objective

A Project Management Unit is envisioned to support, monitor and manage all these different activities of OSHB. Since this will involve wide spectrum of activities covering different housing/Apartment projects including affordable housing, it is imperative to have professionals who can provide technical assistance and Project Management support to OSHB.

2.2 Detailed Scope of Work

The Project Management Unit (PMU) shall include advisory support and assistance in the following major area which shall include but not limited to

- a) Project Governance and Management
- b) Project Monitoring and Reporting Selection of a Consulting firm for setting up a Project Management Unit (PMU) at OSHB
- c) Transaction advisory services for PPP projects
- d) Bid Process Management
- e) MIS works

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

- f. Revenue collection, assessment, review, and generation of new sources.
- g. Drafting municipal corporation rules and regulations and policies.
- h. Procurement works.
- i. Preparing feasibility report for OSHB projects and to meet the statutory clearances from the appropriate authority .

1. Project Management, Monitoring and Reviewing of the current projects:

- a) Support Odisha State Housing Board in supervising and monitoring of Daily, Weekly and Monthly Progress reports of ongoing projects.
- b) Advisory support in implementation of best management practices at ongoing construction projects
- c) Support OSHB in coordination with Consultants, PMC, Contractors and local authorities.
- d) Prepare viability report with financial statement for the project as decided by OSHB.

2. Transaction Advisory services for PPP projects:

- a) The Consultant entity shall review of the financial parameters and technical parameters and examination of the viability of the project particularly of PPP Projects.
- b) Conduct site visits for assessment of identified Assets as above including adequacy for infrastructure, utilities etc.
- c) Assessing the underlying revenue model and evaluate alternative revenue models and pros and cons of these models.
- d) Prepare the detailed financial model including among others the revenue and expenditure projections, mandatory augmentation costs, accounting and tax implications etc. over the concession period.
- e) Identify various risks in the transaction and recommend allocation/ mitigation of same as necessary.
- f) Provide detailed advice on regulatory aspects of the recommended model.

3. Policy reviews:

- a) Study current Acts, policy, rules and suggest potential reforms based on best practices all across the nation.
- b) Study existing State Housing Policy.
- c) Conduct Gap Analysis in existing policy and current state housing requirement
- d) Research & find various housing challenges in existing policy and in
- e) Provide Improvement suggestion
- f) Conducting a comprehensive housing needs assessment and market analysis

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

4. Procurement and Bid Process Management:

- Preparation of DPR/RFP/proposal/Templates and all procurements.
- Bid Process Management including pre-bid clarifications/ meetings, corrigendum and other similar activities, evaluation of tenders, presentation before Competent Authority as required, finalisation of bids/tenders.
- Project Evaluation /Impact assessment
- Risk analysis and Business Continuity plan
- Any other related services as provided by OSHB.

The above scope of work is indicative in nature and specific scope of work will be assigned as per requirement of OSHB projects. Agency's resource persons/ technical consultants deployed on work shall use their own computers/laptop as required and responsible of all data as per the scope of work.

5. Support in MIS

i. Prepare regular progress report based on data for different periodicity and different levels of monitoring ii. Preparation of consolidated progress reports including identification of problems and bottlenecks in work implementation and providing recommendations iii. Preparation of presentation/notes for securing grants and financial assistance iv. Apart from the above any other related works as per the requirement of OSHB needs to be undertaken

6 Capacity Building

Undertake and develop capacity building programs for OSHB and responsible stakeholders.

7. Team Composition

Undertake and develop capacity building programs for OSHB and responsible stakeholders.

The entire team of the proposed Project Monitoring Unit shall include following types of Key Personnel and non-key personals:

Key Experts - This core team shall include:

- a. Team Leader cum Procurement Expert
- b. Associate Consultant Engineer
- c. Associate Consultant Architect

The resources will be engaged as per the person monthly rates of the empanelment vide NeGD, Ministry of Electronics and Information Technology, Govt. of India notification number F.N.N-22018/33/2022-NeGD dated 17.05.2025 in Category-A:

SI No	Resource	Category (As per NeGD Empanelment)	No of Position	Deployment
1	Team Leader cum	Program Manager –	1	On-Site

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

	Procurement Expert	Serial number 1 of category A		
2	Associate Consultant Engineer	Consultant – Serial number 4 of category A	1	On-Site
3	Associate Consultant Architect		1	On-Site

8. The qualification and experience of the desired resources:

Sl.No	Position	Qualification	Experience
1.	Team Leader cum procurement Expert	B.Tech with MBA	15 years post qualification experience with minimum 03 years experience as Team Leader in top consulting firm dealing in Urban/ real-estate residential / commercial projects. - Well conversant with relevant Govt. regulation, Tendering process , ORERA etc.
2.	Associate Consultant Engineer	B .Tech (Civil)/ M.Tech (Civil)	10 years post qualification experience in top consulting firm managing construction of Urban/ real-estate residential / commercial projects. - Well conversant with modern low cost housing technology , Green concept etc.
3.	Associate Consultant Architect	B. Arch	10 years post qualification experience in top consulting firm dealing in Urban/ real-estate residential / commercial projects - Well conversant with relevant building bye- laws , approval process of building plans from BDA /BMC / Local authority, ORERA rules , Housing policy of Govt. of Odisha.

NOTE:

- The age of the Key Personnel should not be more than 50 years.*
- Bidder should note that during the Contract Period, as per the requirement, OSHB may seek engagement of a greater number of professional from the any Category of NeGD. The compensation for this additional requirement will be defined as per the NeGD standards rate at appropriate level.*

SECTION: 4

TECHNICAL PROPOSAL SUBMISSION FORMS

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

TECH-1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,
Chief Engineer,
Odisha State Housing Board,
Sachivalaymarg, Unit -III,
Bhubaneswar-751001, Odisha

Subject: Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar [TECHNICAL PROPOSAL]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

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

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

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

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

TECH -2

Bidder's Organisation (General Details)

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

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

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

TECH - 3

Bidder Organisation (Financial Details)

Financial Information in INR				
Details	FY 2022-23	FY 2023-24	FY2024-25	Average
Turnover from Govt. Consultancy Business (in Crore)				
Supporting Documents: Audited certified financial statements for the last 3 FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). Income Tax return copy for above three years. <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected.</i>				

*Signature and Seal of the Company Auditor with Date **in original with FRN & membership number***

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

Communication Address of the Bidder: _____

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

TECH - 4

FORMAT FOR POWER OF ATTORNEY
(On Bidder's Letter Head duly registered)

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

The signatures of **<Name of person>** in whose favour authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

**TECH -5
BIDDER'S PAST EXPERIENCE DETAILS)**

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

Proof of experience of working as PMU/ PMC/ Advisory services consultant.

<u>Sl. No.</u>	<u>Period</u>	<u>Name of the Assignment with details thereof</u>	<u>Name of the Client</u>	<u>No. of PMU/ PMC/ Advisory services Managed</u>	<u>Start Date of assignment</u>	<u>End Date of assignment</u>	<u>Remarks if any</u>
A.	B.	C.	D.	E.	F.	G.	H.

Authorized Signatory [In full and initials]:_____

Name and Designation with Date and Seal:_____

Note: Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document from the previous Clients need to be furnished along with the above information.

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

TECH - 6

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
ANDDECLARATION THEREOF**

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

If no, please certify,

I, hereby declare that our agency as an Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6)**.

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

Authorized Signatory [In full initials with Date andSeal]: _____

Communication Address of theBidder:_____

**Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit
(PMU) for Odisha State Housing Board, Bhubaneswar**

TECH -7

Format of Curriculum Vitae (CV) for Proposed Personnel

(Will be submitted at the time of Interview)

1. Proposed Position:

[For each position of key professional separate form Tech 7 will be prepared]

2. Name of Firm:

3. Name of Staff:

4. Date of Birth:

5. Years with Firm:

6. Nationality:

7. Education:

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

8. Membership in Professional Associations:

9. Other Trainings:

10. Countries of Work Experience:

11. Languages:

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

12. Employment Record:

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

From [Year]	To [Year]
Procuring Entity Name	
Position Held	
Details of Task Assigned [List all tasks to be performed under this assignment]	

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

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

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

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

Certification:

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

Date:

Signature of Key Professional with Date: _____

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

Communication Address of the Bidder: _____

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

TECH -8

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

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

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. *Please do not repeat/ copy the ToR here.*

B. Description of Approach and Methodology:

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

C. Past Experience:

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

D. Staffing Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

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

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

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

Communication Address of the Bidder: _____

SECTION: 5

BID SUBMISSION CHECK LIST

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

Annexure - I

Sr.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	Bid Processing Fee of Rs. 23,600/- as prescribed in the RFP		
4.	Rs. 1,00,000/- as prescribed in the RFP		
5.	General Details of the Bidder (TECH - 2)		
6.	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period		
7.	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8.	Proof of experience of working as PMU/ PMC/ Advisory services consultant. (TECH-5)		
9.	Self-Declaration on Potential Conflict of Interest (TECH-6)		
10.	CV of Key Personnel as per TOR (TECH - 7)		
11.	Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)		
12.	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies as on date.		

Undertaking:

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

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

Annexure - II

PERFORMANCE BANK GUARANTEE FORMAT

To
The Chief Engineer
Odisha State Housing Board,
Sachivalaymarg, Unit -III,
Bhubaneswar-751001, Odisha

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

AND WHEREAS it has been stipulated by _____ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This performance bank guarantee shall be valid until the _____ day of _____, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

received by us at our Bhubaneswar branch on or before Dt. _____ otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

SECTION: 6

STANDARD FORM OF CONTRACT (*Draft Agreement*)

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

**Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit
(PMU) for Odisha State Housing Board, Bhubaneswar**

Contents

I. Form of Contract

II. General Conditions of Contract

1. General Provisions

2. Commencement, Completion, Modification and Termination of Contract

3. Obligations of the Consultant

4. Consultants' Personnel and Sub-Consultants

5. Obligations of the Client

6. Payments to the Consultant

7. Fairness and Good Faith

8. Settlement of Disputes

9. Liquidated Damages

10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A - Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates

**Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit
(PMU) for Odisha State Housing Board, Bhubaneswar**

CONTRACT FOR CONSULTANTS' SERVICES

Between

Odisha State Housing Board, came into existence w.e.f. 05.07.1968 by an Act of the State Legislature, with its registered office at Sachivalayamarg, Unit - III, Bhubaneswar-751001, Odisha (hereinafter referred to as **OSHB**,- **Represented by** its _____

And

XXXX
Dated:

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the **XXth** day of the month of **Month, Year**, between **Odisha State Housing Board**, Bhubaneswar, Odisha on the one hand (hereinafter called the "**OSHB**") (hereinafter called the "Client"), of the First Part and, XXXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXXX, State, India (hereinafter called the "Consultant") of the Second Part.

WHEREAS

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

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

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

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

Signed by -----

- 1. For and on behalf of OSHB

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

2. For and on behalf of COMPANY_____

In presence of (Witnesses)

i.) A

ii.) B

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- 1.1.1. **"Applicable Law"** means the laws and any other instruments having the force of law in Odisha for the time being.
- 1.1.2. **"Agency"** means any private or public entity that will provide the Services to the "Client" under the Contract.
- 1.1.3. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- 1.1.4. **"Day"** means calendar day.
- 1.1.5. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- 1.1.6. **"Foreign Currency"** means any currency other than the currency of the "Client's" country.
- 1.1.7. **"GC"** means these General Conditions of Contract.
- 1.1.8. **"Government"** means the Government of Odisha
- 1.1.9. **"Local Currency"** means Indian Rupees.
- 1.1.10. **"Notice"** Written communication sent to Address for communication mentioned in contract.
- 1.1.11. **"Party"** means the "Client" or the Agency, as the case may be, and "Parties" means both of them.
- 1.1.12. **"Personnel"** means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- 1.1.13. **"Reimbursable expenses"** means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

- 1.1.14. **"SC"** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.1.15. **"Services"** means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- 1.1.16. **"Third Party"** means any person or entity other than the "Client", or the Agency.
- 1.1.17. **"In writing"** means communicated in written form with proof of receipt.
- 1.1.18. **"CMC"** means Contract Management Committee set up by Authority to Monitor the project.

1.2. Relationship Between the Parties

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

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

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

1.5. Notices

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

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

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

1.7. Deleted

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

Request for Proposal Selection of consulting Firm for Setting up of Project Monitoring Unit (PMU) for Odisha State Housing Board, Bhubaneswar

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

1.10. Fraud and Corruption

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

- 1.10.1.1. **"Corrupt practice"** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- 1.10.1.2. **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 1.10.1.3. **"Collusive practices"** means a scheme or arrangement between two or more consultants, with or without the knowledge of the Client, designed to establish prices at artificial, non- competitive levels;
- 1.10.1.4. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2. Measures to be taken by the Client

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

1.10.3. Commissions and Fees

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

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and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

2.6. Modifications or Variations:

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

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

2.7. Force Majeure

2.7.1. Definition

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2.7.1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

2.7.1.2. Force Majeure shall not include

2.7.1.2.1. any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees nor

2.7.1.2.2. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

2.7.1.3. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability

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

2.7.3. Measures to be Taken:

2.7.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

2.9. Termination

- 2.9.1. **By the “Client”:** The “Client” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 2.9.1.1. through 2.9.2.12. of this Clause GC 2.9.1.
 - 2.9.1.1. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.
 - 2.9.1.2. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
 - 2.9.1.3. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
 - 2.9.1.4. If the Consultant, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - 2.9.1.5. If the Consultant submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.
 - 2.9.1.6. f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.

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- 2.9.1.7. If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- 2.9.1.8. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 2.9.1.9. if the Consultant fails to confirm availability of Key Experts as set forth in RFP;
- 2.9.1.10. if the Consultant replaces any Key Expert in contravention of the provisions of this Contract;
- 2.9.1.11. if the CMC represents that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Authority may terminate this contract;
- 2.9.1.12. If the "Client", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 - 2.9.1.12.1. In such an occurrence the "Client" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days in case of the event referred to in 2.9.2.12.
- 2.9.2. **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the "Client", in case of the occurrence of any of the events specified in paragraphs 2.9.2.1. through 2.9.2.4. of this Clause GC 2.9.2.
 - 2.9.2.1. If the "Client" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
 - 2.9.2.2. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - 2.9.2.3. If the "Client" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
 - 2.9.2.4. If the "Client" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Client" of the Consultant's notice specifying such breach.
- 2.9.3. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof,

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(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

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

2.9.5.1. If the Contract is terminated pursuant to Clause 2.9.1. (7) to (8) or 2.9.2., remuneration pursuant to Clause GC 6.3 (8) hereof for Services satisfactorily performed prior to the effective date of termination, hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

2.9.5.2. If the agreement is terminated pursuant of Clause 2.9.1 (1) to (6), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Client" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6. Disputes about Events of Termination: If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in

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accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Client”, and shall at all times support and safeguard the “Client’s legitimate interests in any dealings.

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

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

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

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

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

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

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related to the Consultant's Services for the preparation or implementation of the project.

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

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- 3.7. **Reporting Obligations:** The Consultant shall submit to the “Client” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered as per the instructions of the “Client”.
- 3.8. **Documents Prepared by the Consultant to be the Property of the “Client”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Client” under this Contract shall become and remain the property of the “Client”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Client”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Client’s prior written approval to such agreements, and the “Client” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9. **Equipment, Vehicles and Materials Furnished by the “Client”:** Equipment, vehicles and materials made available to the Consultant by the “Client”, or purchased by the Consultant wholly or partly with funds provided by the “Client”, shall be the property of the “Client” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Client” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Client” in writing, shall insure them at the expense of the “Client” in an amount equal to their full replacement value.
- 3.10. **Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

- 4.1. **General:** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2. **Description of Personnel:**
- 4.2.1. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If

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any of the Key Personnel has already been approved by the “Client”, his/her name is listed as well.

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

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

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

4.4. Removal and/or Replacement of Personnel:

4.4.1. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel after deployment. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace more than the Consultants shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the client shall be sought atleast 1 month prior intends to replace any of the key personnel. The consultant shall ensure that any such activity of replacement of the Key personnel will not delay or affect the progress and quality of the service by the Consultant.**

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

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

4.5. Deleted

5. OBLIGATIONS OF THE “CLIENT”

- 5.1. **Assistance and Exemptions:** Unless otherwise specified in the SC, the “Client” shall use its best efforts to ensure that the Government shall:
- 5.1.1. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- 5.1.2. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.
- 5.1.3. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- 5.1.4. Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

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5.2. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e., service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(2).

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

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

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

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

6. PAYMENTS TO THE CONSULTANT

6.1. Total Cost of the Services

6.1.1. The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Client and as negotiated thereafter.

6.1.2. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(3), payments under this Contract shall not exceed the amount specified in Appendix-D.

6.1.3. Notwithstanding Clause GC 6.1(2) hereof, if pursuant to any of the Clauses GC 4.2(3) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(1) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(2) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

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- 6.3.1. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released **deducting TDS** after the approval of the committee of the deliverable.
- 6.3.2. In case of Assignment based services, like market assessment, feasibility reports etc., the consultant shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the consultant without further delay.
- 6.3.2.1. **Final Payment:** The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Client" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.
- 6.3.2.2. For the purpose of payment under Clause 6.3 (2) above, acceptance means; acceptance of the deliverables by the Client after submission by the consultant and the consultant has made presentation to the Client (if presentation is required) with /without modifications to be communicated in writing by the Client to the consultant.
- 6.3.3. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- 6.3.4. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Client to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.

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

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

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

8.2. **Legal Jurisdiction :** In the case of disputes arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can initiate legal action within the jurisdiction of Civil Courts , Bhubaneswar , Orissa .

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9. LIQUIDATED DAMAGES

- 9.1. The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2. The amounts of liquidated damages under this Contract shall not exceed 5% of the total value of the contract as specified in Appendix D.
- 9.3. The liquidated damages shall be applicable under following circumstances: (in case of Assignment based service)
- 9.3.1. If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.
- 9.3.2. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (5), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of the services for every week or part thereof for the delay.

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

10. MISCELLANEOUS PROVISIONS:

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

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- 10.5. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 10.6. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- 10.7. The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- 10.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 10.9. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

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

- 11.1. In case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:
- 11.1.1. for any indirect or consequential loss or damage; and
- 11.1.2. for any direct loss or damage;
- 11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder **OR**
- 11.1.2.2. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of **11.1.2.1.or11.1.2.2.**is higher.

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III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are: 1. "Client": Odisha State Housing Board (OSHB), Sachivalaya, Bhubaneswar - 751001.
2.	1.8	The Authorized Representatives are: For the "Client": For the Consultant:
3.	2.1	1. Signing of Contract Agreement 2. Client's notice to the Consultant instructing the Consultant to begin carrying out the Services
4.	2.2	The time period shall be 21 days.
5.	2.3	The time period shall be 10 days.
6.	2.4	The time period shall be 12 months from the 'Effective Date' renewable each year upto two year.
7.	3.4	The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, should be insured as per existing Motor Vehicles Act: (a) Third Party liability insurance, with a minimum coverage of INR Ten Lakhs; (b) Professional liability insurance to cover the Client against any loss suffered by the Client due to the professional service provided by the Consultant, with a minimum coverage of INR XXXXXXXXXXXXXXXXXXXX; (c) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		(i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.
8.	4.5	
9.	5.1	1.
10.	6.1. (2)	The ceiling in local currency is INR XXXXXXXX Only
11.	6.3	The Client shall approve Deliverables / Raise objections within 30 days of receipt of the Deliverables.
	6.3.(6)	The account details of the Consultant are as follows:
For lump-sum contracts (i.e., INR XXXXXXXXXXXX only) payment will be made based on milestones indicated for each such activity Activities:		
12.	8.3	The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India.
13.	10	10. MISCELLANEOUS PROVISIONS: 10.1. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent. 10.2. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. 10.3. The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. 10.4. Each member/ constituent of the Consultant, in case of a consortium, shall be jointly and

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract. 10.5. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. 10.6. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant. 10.7. The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like. 10.8. All claims regarding indemnity shall survive the termination or expiry of the Contract. 10.9. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.
14.	11	11. Limitation of the Consultants' Liability towards the "Client" 11.1. In case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: 11.1.1. for any indirect or consequential loss or damage; and 11.1.2. for any direct loss or damage; 11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR 11.1.2.2. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of 11.1.2.1.or11.1.2.2.is higher.

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

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

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Appendix D: Total Cost of Service In

