



ରାଜ୍ୟ ସହରାଞ୍ଚଳ ଉନ୍ନୟନ ସଂସ୍ଥା
STATE URBAN DEVELOPMENT AGENCY(SUDA)
Govt. of Odisha (H & U.D.Deptt.)



Date 03.02.2025

Notice Inviting Tender

RFP for “**Selection of 3 CA Firm to provide services of Internal audit cum accounts compilation of 110 ULBs under 3 Zones**”. The CA firm will be selected on Quality Based Selection (QBS) process. The bidders have to submit technical proposal in the format prescribed at TOR.

1.	Name of the Work:	RFP for “ Selection of 3 CA Firm to provide services of Internal audit cum accounts compilation of 110 ULBs under 3 zones .
2.	Period of Contract:	2(Two) Calendar years. Extendable up to max. 2 years based on performance and requirement.
3.	Date & Time of availability of bid documents in the portal:	From 10.00 Hrs. of 06.02.2025
4.	Last Date / Time for Receipt of Proposal :	17.00 Hrs. of 27.02.2025
5.	Proposal Opening on line	11.00 A.M at 28.02.2025
6.	Name & Address of the Officer Inviting Bid :	Administrative Officer, SUDA, Plot no-172,Vivekananda Marg, near Bhubaneswar Municipal Corporation(BMC) Office, Bhubaneswar- 751014

1. Subsequent corrigendum, if required shall appear in **tenderodisha.gov.in** website only.
2. This EOI is for existing 110 ULBs consisting of 48 Municipalities & 62 NACs. For smooth functioning & control, ULBs have been grouped in to 3 Zones (North, South & Central) covering ULBs of 10 districts in a group. Zone wise ULBs are as under:

ULB	North Zone	South Zone	Central Zone	Total
Municipality	18	12	18	48
NAC	16	29	17	62

Maximum 1 zone can be allotted to one Firm. Firm allotted for Central Zone additionally will handle State Level Coordination with HUDD.

List of ULBs & districts under each Zone have been given in **Annexure- 1**

1. This RFP includes :
 - i. **Instruction to Bidders-----Annexure-2**
 - ii. **The Terms of Reference (ToR) -----Annexure-3**
 - iii. **Bidders Data Sheet-----Annexure-4**
 - iv. **Technical Proposal-----Annexure-5**
 - v. **Standard Form Contract-----Annexure-6**
 - vi. **Invoice Format----- Annexure-7**
 - vii. **Bank Guarantee Format -----Annexure - 8**
 - viii. **E-Procurement Guideline -----Annexure- 9**
2. While all information / data given in the EOI are, to the best of the Client's knowledge accurate within the consideration of scope of the proposed contract, the Client holds no responsibility for accuracy of information and it is the responsibility of the Bidder to check the validity of information / data included in this document.
3. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.
4. Interested Bidders may obtain further information from the office of the State Urban Development Agency (SUDA), Odisha via Tel. 0674-2432317, e-mail: sudaodisha1990@gmail.com

Bidder shall submit one-time EMD of Rs. 30,000/- (returnable) and Document fee for Rs 3000/- for either participating in one Zone or more than one Zone in form of Demand draft **State Urban Development Agency (SUDA), payable at Bhubaneswar” or through e-procurement portal**. Other details can be seen in the bidding documents, which is available in tenderodisha.gov.in website.

-Sd-

Administrative Officer, SUDA

Annexure-1

LIST OF ULBS

North Zone:

<u>Sl No</u>	<u>District</u>	<u>Municipality</u>	<u>NAC</u>
1	Angul	Angul	Athamalik
		Talchar	
2	Balangir	Balangir	Kantabanji
			Patnagarh
		Titlagarh	Tusura
3	Bargarh	Bargarh	Bejpur
			Padampur
			Barpalli
			Attabira
4	Deogarh	Deogarh	
5	Dhenkanal	Dhenkanal	Hindol
			Kamakhyanagar
			Bhuban
6	Jharsuguda	Jharsuguda	
		Belpahar	
		Brajaraj Nagar	
7	Keonjhar	Keonjhar	Champua
		Joda	
		Anandapur	
		Barbil	
8	Sambalpur		Redhakhola
			Kuchinda
9	Subarnapur	Sonapur	Tarbha
			Binka
10	Sundargarh	Sundargarh	
		Biramitrapur	
		Rajgangpur	

South Zone:

<u>Sl No</u>	<u>District</u>	<u>Municipality</u>	<u>NAC</u>
1	Boudha		Boudagada
2	Gajapati	Parlakhemundi	Kashinagar
3	Ganjam	Hinjlikat	Aska
			Bellaguntha
			Bhajanagar
			Kodala
			Buguda
			Soroda
			Purusottampur
			Gopalpur
			Khalikote
			Chikiti
			Chatrapur
			Ganjam
			Rambha
			Kabisuryanagar
Digapahandi			
Polasara			
4	Kalahandi	Bhawanipatna	Junagarh
			Kesinga
			Dharamgarh
5	Kandhamal	Phulbani	G.Udaygiri
			Baliguda
6	Koraput	Koraput	Kotpad
		Sunabeda	
		Jeypore	
7	Malkanagiri	Malkanagiri	Balimela
8	Nabrangpur	Nabrangpur	
		Umarkote	
9	Nuapada		Nuapada
			Khariar Road
10	Rayagada	Rayagada	Khariar
		Gunupur	Gudari

Central Zone:

<u>Sl No</u>	<u>District</u>	<u>Municipality</u>	<u>NAC</u>
1	Balasore	Balasore	Nilagiri
		Jaleswar	
		Soro	Remuna
2	Bhadrak	Bhadrak	Dhamanagar
		Basudevapur	Chandaballi
3	Cuttack	Choudwar	Banki
			Athgarh
4	Jagatsinghpur	Jagatsinghpur	
		Paradeep	
5	Jajpur	Jajpur	
		Vyasanagar	
6	Kendrapara	Kendrapara	
		Pattamundai	
7	Khurda	Jatni	Balugaon
		Khurda	Banpur
8	Mayurbhanj	Rairangpur	Karanjia
		Baripada	Udala
9	Nayagarh	Nayagarh	Odagaon
			Khandapara
			Ranapur
			Dasapalla
10	Puri	Puri	Pipili
			Nimapara
			Konark

Annexure-2

Instructions to Bidders

1.1 Definitions:

- I. "Applicable Laws" means all laws, promulgated or brought into force and effect by the Government of Odisha or the Government of India including rules and regulations made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement
- II. "C & A G "means Comptroller and Auditor of General of India.
- III. "Department" means Housing &Urban Development Department
- IV. "SUDA" means State Urban development Agency
- V. "DEABAS" means Double Entry Accrual Based Accounting System
- VI. "GoO" means Government of Odisha
- VII. "Gol" means Government of India
- VIII. "UC" means Utilization Certificate
- IX. "Firm" means Chartered Accountant Firm
- X. "ULB" means Urban Local Body (Municipal Corporation/Notified Area Council)
- XI. "PRI" means Panchayat Raj Institution.
- XII. "PSU" means Public Sector Under taking both Central Govt. and Odisha Govt.

1.2 Eligibility Criteria/Evaluation criteria:

The bidder must possess the following eligibility criteria and to this effect must produce supportive documents for the following along with the other documents/information as specified below.

1. The Chartered Accountant firm should have Head office within Odisha (Detail address to be submitted);
2. The firm must be on the approved panel of Comptroller and Auditor General of India (CAG of India) for the year 2024-25 (Copy of CAG to be submitted);
3. The firm must be a Partnership or LLP having minimum 25 years of existence (Copy of registration of CA firm to be submitted);
4. The firm should have minimum 5 partners which should have minimum association of 10 years with the Firm as on 01.01.2025(Details to be given in Form-1 with firm constitution certificate);
5. Average annual turnover of the firm during last three years (2021-22, 2022-23 and 2023-24) should not be less than Rs.200 Lakhs (Proof of turnover i.e. Audited P&L Account & Balance Sheet to be submitted);

6. The firm shall have minimum experience of 5 years in audit/ accounting/ consultancy areas of ULBs/PRIs/State Agency/ PSUs.
7. The firm or any partner of the firm should not have been black listed by the Government or any other organization in respect of any assignment or behavior. The Authorized signatory(s) of the firm shall submit an undertaking to this effect.
8. For this assignment the short-listed CA firm of a Zone shall deploy following Experts on regular basis:
 - a. One qualified Chartered Accountant as **Team Leader** with minimum 15 years of post-qualification experience in the field of accounting/auditing/ consulting assignments and should have at least 5 years of exposure in ULBs/PRIs/State Agency/ PSUs. The C.V. of him/her is to be submitted (Form - 4).
 - b. 5 no. of CA-Inter/ Cost-Inter/ MBA-Finance as **Auditors** having minimum 3 years of experience in accounts/ audit/ consultancy assignments.
9. The central agency will deploy additional 2 nos. of professionals working under the Central zone Team Leader.
 - a. **Lead Team Coordinator** with CA-Inter/CMA-Inter/MBA Finance with professional experience of min. 10 yrs. cumulatively and min. 5yrs with the Govt.
 - Preference will be given to person having work experience of at least 5 yrs. under any agency or organization of H&UD Dept. and PR & DW Dept.
 - b. **Assistant Coordinator** with MBA with min. 5yrs of working Experience.
 - Preference will be given to person having work experience of at least 5 yrs. under any agency or organization of H&UD Dept. and PR & DW Dept.
10. The firm must have conducted at least 15 nos. Internal/ statutory audit Concurrent audit/ financial assignment in Government sector and PSU during 2021-22, 2022-23 & 2023-24 with minimum 5 assignments of ULBs/PRIs/State Agency/ PSUs. (Form - 3).
11. The firm shall submit relevant documents duly signed by the authorized signatory, in support of the eligible criteria given above.
12. Joint venture firm shall not be considered for the assignment.

The Firm shall meet all above criteria otherwise their proposal shall not be considered for further evaluation.

1.3 Disqualification:

The authority may at its sole discretion and at any time during the evaluation of the Proposal disqualify any Bidder if the bidder has:

- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- ii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures in any of the previous undertakings by the concerned bidder.
- iii. Declared as ineligible by Gol / State for corrupt, fraudulent practices or has been blacklisted.
- iv. A Bidder's proposal may be rejected if it is determined that the Bidder has engaged in corrupt, fraudulent or unfair trade practices.
- v. Firm shall submit the proposal which does not satisfy each and every condition laid down in the notice and EoI documents, failing which the proposal will be liable for rejection.
- vi. Does not submit the proposal before the stipulated time line to the inviting authority.
- vii. Does not attach the required documents along with the proposal.

1.4 Amendments and Clarification for RFP:

The SUDA, during the process of evaluation of proposals may at its discretion ask bidders for clarifications on their proposals and the bidders shall respond within the time frame as may be mentioned. Bidders are advised to check the SUDA official website prior to bid submission.

1.5 Submission of Proposal:

The technical Proposal shall be uploaded through e-procurement portal & submitted in a sealed cover super scripted "**Technical Proposal for "Selection of 3 CA Firm to provide services of Internal audit cum accounts compilation of 110 ULBs".**" with the following documents inside:

- a) A covering Letter from the bidder on the bidder's letter head. **The bidder can opt for a particular Zone or for all the zones but only one zone can be allotted to them.**
- b) EMD as specified in the bidder's data sheet of this RFP in shape of DD/Bankers Cheque/through e-procurement portal. The EMD of the non-qualified bidders will be returned without any interest and the EMD of the successful bidders will be returned without any interest after successful completion of the assignment.

- c) Duly Filled technical proposal formats along with details and supportive documentary evidence with necessary details as laid down in the **Annexure -3** of this RFP to be submitted through e-procurement portal. Detail instructions is at **Annexure-9**.
- d) The firm should submit the document cost of Rs. 3000/- in shape of Demand Draft in favor of “**State Urban Development Agency (SUDA), payable at Bhubaneswar**” or through e procurement portal..
- e) Completed technical Proposal for the work in prescribed format shall be received till 5.00 PM on 24.02.2025. The proposal shall accompany a sum of Rs. 30,000/- towards earnest money in shape of DD in favor of “**State Urban Development Agency (SUDA), payable at Bhubaneswar**” -refundable) or through e procurement portal..
- f) The sealed proposals can be sent well in advance by registered post or speed post to the **PD, State Urban Development Agency (SUDA), Vivekananda Marg, Near BMC, Bhubaneswar-751014**.

1.6 Procedure for Opening of the Proposals and Selection:

- The Sealed Envelope containing “Technical Proposal” shall be opened on the due date and time specified in data sheet in the presence of the bidders wish to participate. The technical proposal furnished by the bidder shall be first evaluated based on eligibility criteria & shall be scored on the basis of specified in para 1.8 as under.
- Bidders score for each zone to be evaluated separately based on their offer. The central zone shall be evaluated first and Bidder having highest score shall be selected. This bidder shall not be considered for zone for other zones. Next South zone shall be evaluated and Bidder having Highest score shall be selected and such bidder shall not be considered for North zone. For north zone eligible bidder having highest score shall be selected for north zone.

1.7 Responsibilities & deliverables:

1.7.1. For this assignment the short-listed CA firm of a Zone shall deploy following Experts on regular basis:

- a. One qualified Chartered Accountant as **Team Leader** with minimum 15 years of post-qualification experience in the field of accounting/auditing/ consulting assignments and should have at least 5 years of exposure in ULBs/State Agency /any other organizations under H&UD Department. The C.V. of him/her is to be submitted (Form - 4).
- b. 5 no. of CA-Inter/ Cost-Inter/ MBA-Finance as **Auditors** having minimum 3 years of experience in accounts/ audit/ consultancy assignments.

- c. The **central zone** agency will deploy two additional professionals and the respective team leader supervises and ensures the smooth functioning of the Lead Team Coordinator and Asst. Coordinator.

1.7.2. Auditor-

1. Auditor: The CA firm will draw a plan so that 5 Auditors will cover all ULBs under the Zone in every month to conduct internal audit of previous month's transactions along with verification of all vouchers & supporting while ensuring all SOPs are in force.
2. The auditor is to certify that the accountants of ULBs have completed the writing of manual bank books properly & orderly manner, vouchers are numbered & supporting are kept and all other books/ registers etc. are duly maintained. Though it is the responsibility of an accountant to up-date/ entered all vouchers in SUJOG, the auditor may require to assist the accountant to complete the same, if not completed.
3. The auditor will verify the monthly bank reconciliation statements prepared by the accountant & he/ she may also assist to the accountant to complete the same, if so required. Statutory deductions/ payments must have been effected/ deposited in time.
4. Auditor has to check & certify the correctness of UCs submitted by ULBs.
5. The auditor should enquire about additional entries effected by the ULBs with respect to previous months period & to comment upon, if so required.

1.7.3. Team Leader-

- **Team Leader:** He/ She will finalize the monthly visit plan of auditors ensuring coverage of all ULBs by auditors during a month. The plan should ensure that an auditor should visit minimum 5 ULBs in a month subject to genuine exception. The visit plan must be shared with ULBs in advance for their ready-ness. The minimum working days required to be devoted by an auditor in a visit would be 3 & 2 days per Municipality & NAC respectively. Team Leader is to monitor the work of all auditors so that there is no interruption in conducting the assignment. Besides, the Team Leader will finalize own visit plan in such way that all ULBs will be covered at least once in a quarter. Preferably, the visit of Team leader should coincide with the visit of auditor for an ULB.
- **Team Leader of Central Zone-** In addition to his respective duties, he need to ensure-
 - I. Imparting training to the all stake holders of H&UD from time to time.
 - II. Support to the ULBs for effective financial management.
 - III. Supervise and coordinate with the Lead Team Coordinator and Asst. Coordinator.
 - IV. Coordinate with all other Audit agencies for smooth delivery of works.
 - V. Providing support to H&UD and other agencies under H&UD from time to time.

1.7.4. Deliverables-

The auditor needs to fill up a check list specifying the work attended at ULB which is to be signed by the accountant as well as EO as a proof of their information & necessary action. This check list will contain the name of auditor, days stay, status of books up-dation, SUJOG entries, deviations, summary of financials & other observations etc. Besides, the CA firm will submit monthly report on Zone wise covering status of accounting, audit observations, monthly financials of ULBs along with invoice for approval & acceptance by H&UD Dept. However, the CA firm will certify periodical financial statements as & when required by the ULB or H&UDD for their requirements.

1.7.5. The detail scope of audit, format of the check list, monthly report format & other relevant matters will be shared with selected CA firms at the time of award of Contracts.

1.7.6.

Lead Team Coordinator-

- a. Lead Team Coordinator needs to coordinate with all other Audit agencies to compile data sets.
- b. Coordinate with ULBs, Agencies and HUD Dept., for smooth deliverables.
- c. Compile information and presentation of data from time to time for Central Finance Commission & Sate Finance Commission.

Asst. Coordinator-

- a. Assisting Lead Team Coordinator in delivering his roles and responsibilities.
- b. Management and maintenance of UC data base of all the programs and schemes of HUD Dept.

1.8. Professional charges

The CA firm will be eligible for a monthly fee of Rs. 13000/- & Rs. 9,500/- per Municipality & NAC respectively. This fee is for physical visit to ULB by the auditor which includes travelling & stay expenses. Besides, the fee for the team Leader of each Zone has been fixed on the basis of their responsibilities. The fee for a Team Leader of a Zone is fixed at Rs. 1,00,000/- per month which includes visit expenses of Team Leader to ULBs. The Team Leader is required to visit all ULBs at least once in a quarter. Considering additional responsibilities of monitoring state cell, fees of Team Leader, **Central Zone will be extra of Rs.30,000/- per month.** However, all fees mentioned above are exclusive of GST. The monthly invoice should be raised on the basis of audit conducted on no. of ULBs & the report of those ULBs is attached.

2. The CA firm's auditors are required to cover all ULBs in a month & do audit of previous month's transactions. No exception will be entertained.

3. The fees for each Zone are given bellow

Sl. No.	Particulars	North Zone	South Zone	Central Zone
1	No. of Municipalities	18	12	18
2	No. of NACs	16	29	17
3	Total ULBs	34	41	35
3	Monthly Fee per Municipality (Rs.)	13000/-	13000/-	13000/-
4	Monthly Fee per NAC(Rs)	9,500/-	9,500	9,500/-
5	Monthly fee for Team Leader (Rs)	1,00,000/-	1,00,000/-	1,30,000/-
5	Total Fees of the Zone per month (Rs.) For Team Lead Plus 5 Auditors.	5,42,000/-	5,31,500/-	5,25,500/-

*GST to be paid extra

4. Fees for state Cell:

2 additional professionals will be deployed for state cell to look in to the smooth functioning and coordination between the Agencies and HUD Dept.. These experts will report to the Team Leader of Central Zone who will supervise the functioning of state cell in addition to earmarked responsibilities of the Zone. The monthly fees for these Experts are as follow:

<u>SL. NO.</u>	<u>DESIGNATION</u>	<u>Monthly fixed Remuneration</u>
01	Lead Team Coordinator	Rs. 70,000/-
02	Asst. Coordinator	Rs. 30,000/-

*Paid to Central zone

1.9. General instructions for the bidders for the submission of proposal:

- i. The proposal shall be submitted by Registered Post / Speed Post/ Hand delivered within the stipulated time and date and place specified in the Bidder data sheet.
- ii. The same will be opened on date and time specified in the presence of representative of the bidder(s), who may choose to attend.
- iii. Bids received after stipulated time line specified in the bidder data sheet shall not be considered and out rightly rejected.
- iv. The bid will be rejected out rightly, if it founds that the bidder fails to submit the requisite documents, EMD, document fees, Statutory Documents as required etc. and the information as per the formats provided in technical proposal under RFP.

1.10. Evaluation of Proposal

3 CA firms will be selected on technical evaluation on the basis of marks scored by them as per scoring pattern prescribed below. CA firms so selected have to do the assigned jobs with the fees prescribed by the Department at para 1.8.

The evaluation / scoring pattern for technical proposal shall be as follows:

S I N O	Criteria	Ma x. Mar ks	Supporting documents required to be furnished along with this form
A. CA Firm			
1	No. of years of experience of the firm 25 years- 10 marks , for every additional 1 year 1 mark subject to maximum of 15 marks	15	Firm constitution certificate from respective institute as on 01.01.2023.
2	Average Turnover of the CA Firm in last three Financial Years 2021-22, 2022-23 and 2023-24 having turnover of Rs. 200.00 lakh - 10 marks for every additional turnover of Rs.10 lakh, 1 mark subject to maximum of 15 marks	15	Copies of audited Balance Sheets, P&L Accounts & Service Tax Returns for the financial years 2021-22, 2022-23 and 2023-24.
3	No of partners (FCA with 10 years of association) Min. 5 FCA – 10 Marks for each additional partner 1 mark subject to maximum of 15 marks	15	Firm constitution certificate from respective Firm as on 01.01.2024.
B. Proposed for the post of Team Leader			
(CA having 15 years of post- qualification experience with minimum 5	15	Profiles & experience proof of him/ her to be enclosed. The

)	<p>years of exposure in ULBs/ PRIs .He/ She must have continuous association of minimum 5 years with the firm—10 Marks</p> <p>for every additional year of exposure (more than 5 years) as well as have continuous association with the firm (more than 5 years) in ULB/ agencies of H&UD Dept., additional 1 marks shall be given Subject to maximum of 15 marks.</p>		<p>firm should submit the CV of the proposed candidate in a format given in Form-4.</p>
C	Firm Experience		
1	<p>Audit Exposure in ULBs/PRIs/State Agencies/PSUs. Internal audit/Statutory audit/ Concurrent audit/ financial advisory assignments in last 3 years i.e. 2021-22, 2022-23 & 2023-24. Min. 10 assignments - 10 marks for each additional assignment 1 mark subject to maximum of 15 marks.</p>	15	<p>The bidders are required to submit the work order copies of assignments for marking purpose, otherwise it will not be considered. <i>(The information should be furnished in form annexed)</i></p>
D	<p>Presentation:</p> <p>Presentation by the CA firm depicting their understanding about the assignment, way of handling/ discharging responsibilities & outcome of the assignment</p>	25	
	Total	100	

Based on the above technical scoring the merit list will be prepared and the firm having the highest score will be awarded Central Zone, North Zone to Second highest & South Zone to Third highest.

Annexure-3
Terms of Reference

A. Introduction

As per **Odisha Municipal Act, 1950**, the accounts of all ULBs need to be maintained manually or digitally on the principle of Double Entry Accrual basis. Besides, all ULBs are to comply with statutory requirements by way of maintaining prescribed records under OMAM & OMAR. On the basis of accounting records, ULBs are required to prepare periodical financial statements, submission of UCs as well as furnishing periodical returns to Statutory & Tax authorities. Further, the financial statements of ULBs are to be audited by CA Firms who expects that applicable Accounting Standards (AS) have been followed.

The Constitution of India has empowered ULBs as Local Self Government & ULBs are to maintain set of Books of Accounts in consultation with State Govt. Govt. of Odisha has introduced "SUJOG Accounting" which is a customized ERP platform where all ULBs are maintaining their Books of Accounts. In addition to this, there is a requirement to up-load financials of ULBs in Web portal for availing the grants-in-aid from Govt. of India as well as CFC. To receive FC grants from Govt. of India the following pre-conditions are required to fulfil:

- (i) Linking of ULB account for 15th FC Grant with PFMS. Grant transfer certificate along with the claims for grants.
- (ii) Detailed utilization report for the previous instalments of 15th FC grant.
- (iii) ULBs to prepare and make available online in the public domain for all ULBs (100%) as regard annual accounts of the previous year duly audited by a CA firm.
- (iv) ULBs to show consistent improvement in collection of property taxes in line with growth rate of State's own GSDP.

As noticed, the accountants of ULBs are not able to comply fully with the system & there is no regular mechanism to verify finance & accounting works at ULB level. Besides, accountants need technical support for accounting, taxation & filing of returns etc. Further, each ULB is required to update all accounting entries in the system (SUJOG) on day-to-day basis.

Considering above, H&UD Dept. have intended to engage CA firms to ensure internal audit of all financial transactions in proprietary angle as well as to ensure compliances with present SOPs applicable to ULBs under various Acts/ Rules/ circulars/ instructions from time to time. Besides, CA firm will extend technical support to accountants for maintaining & updating ear-marked records such as entering day-to-day accounting transactions in SUJOG and reconciliation of bank balances as per SUJOG books, preparation of periodical financial statements and timely submission of UCs as well as compliance against audit queries.

B. Methodology and responsibility.

- (i) All ULBs (Municipalities & NACs) have been divided in to three Zones covering all ULBs of 10 districts each under one zone. Number of ULBs under each zone have been mentioned in the Annexure-1 . Each Zone will be assigned to a CA firm who will manage ULBs coming under zone. For three zones, three different CA firms to be selected. Hence, one CA firm would be chosen for one Zone only. The selected firm will engage one qualified CA as Team Leader & minimum 5 Auditors whose minimum experience, exposure & responsibilities have been mentioned in “Instructions to Bidders”.
- (ii) Each auditor will move to cover minimum 6(six) ULBs in every month to verify & audit of previous month’s books of accounts & will cover the responsibilities stated in subsequent paragraph. It is expected that each CA firm’s auditors will cover all ULBs accounts in a month under that zone within 5th to 25th of the succeeding month. The status of the ULB accounts needs to be supervised by the qualified CA and he will cover all the ULBs in his zone in a quarter and report the status.
- (iii) The draft audit reports of ULBs will be prepared by the auditor on ULB-wise which will be finalized by the CA of the firm. The draft report shall be shared with EO for their confirmation. However, the CA firm shall submit the final monthly report of 1st month by 10th of 3rd month. The audit report will mainly contain followings:
 - a) No. of vouchers (Payments, Receipts, Contra & JVs)
 - b) SOPs followed or any deviations
 - c) Status of manual records up-dation
 - d) Status of SUJOG entries up-dation
 - e) Statutory payments & compliances
 - f) UCs submitted.
 - g) Status of Advances including refund of EMDs / Security deposits provisions for all accruals, adjustments, bank & Fund reconciliation and reconcile of sub-ledgers with General ledger balances as per SUJOG and provisioning for all closing accounts.
 - h) Monthly Trial balance & Receipts & Payments Account
 - i) Others as per H&UD Dept. instructions
- (iv) Besides, CA firm will compile the annual accounts at the closure of a financial year & certify it as a Provisional annual account of that year with their seal and submit to the ULB for approval before submitting to the CA firm for financial audit.
- (v) Team Leader of Central Zone who will supervise the functioning of state cell in addition to earmarked responsibilities of the Zone, shall be responsible for coordinating with other zones and with Finance wing of HUDD.

C. Deliverables , reporting and payment:

All the Audit Firms of each Zones shall submit the Audit reports as detailed above on Monthly basis along with the invoice for the month to FA, HUDD. Based on acceptance of report and endorsement by Finance wing of HUDD , the payment to Firms shall be released by SUDA.

D. Deduction for not Conducting Audit :

In the event if the Audit Firm fails cover Audit of any particular ULB in the month, in such case Firm shall not claim Fee for that ULB as assigned to such ULB(NAC/Municipality).

E. Performance Bank Guarantee:

Selected firms to submit Bank Guarantee from scheduled bank for an amount of 5% of Annual Fee valid for 15 months to be extended as per contract period towards faithful performance of contract. EMD submitted will be returned on submission of above.

Annexure-4
Bidders Data Sheet

1	Name of the Assignment: “ Selection of 3 CA Firm to provide services of Internal audit cum accounts compilation of 110 ULBs ” in 3 Zones.
2	Name of the Client: The Project Director, State Urban Development Agency (SUDA), Housing & Urban Development Department, Govt. of Odisha
3	Method of selection: Quality Based Selection (QBS) Method
4	Language of documentation: English
5	Selection of consultancy firm/agency: The bidders have to submit the technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Annexure –4 . The evaluation shall be made as per evaluation criteria specified at Clause-1.10 of Instruction to Bidders
6	Technical proposal to be submitted: YES, as per the form given at Annexure –III along with all supporting documents.
7	Address for submission of Proposals: The Project Director, State Urban Development Agency (SUDA), Vivekananda Marg, Near Bhubaneswar Municipal Corporation (BMC), Bhubaneswar - 751 014.
	Contact person: The Project Director, State Urban Development Agency (SUDA),
8	Prebid Queries if any: Clarifications may be requested not later than 12.02.2025, 11.00 AM . All requests for clarifications will be directed to the Client’s representative. The Client shall respond to requests for clarifications by hosting in web site electronic means within seven (7) days.
9	Bidders Eligibility Criteria –Applicable As specified at clause –1.2 in Instructions to Bidders
10	Mode of Submission: Proposals complete in all respect should be submitted to the inviting authority through Speed Post / Registered Post/Hand delivered and through e-procurement portal . Authority will not be responsible for postal delay or any other consequences.
11	While submitting the proposal the bidder has to ensure that the technical Proposal in original to be kept in sealed envelope with superscription “ Technical Proposal for Selection of 3 CA Firm to provide services of Internal audit cum accounts compilation of 110 ULBs ”

1 2	<p>The outer envelope must be labeled with:</p> <p>a) Title: “Proposal for Selection of 3 CA Firm to provide services of Internal audit cum accounts compilation of 110 ULBs”</p> <p>b) RFP Number:</p> <p>c) Last date of bid Submission :</p> <p>d) Full address of bid submission authority with contact no and email on the right;</p> <p>e) Full address of the Bidder with contact no and email on the left.</p> <p>f) On the envelope clearly write/print in bold capital letters “DO NOT OPEN EXCEPT IN THE PRESENCE OF THE CLIENT’S REPRESENTATIVE AND PRIOR TO”</p>
1 3	<p>If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.</p>
1 4	<ul style="list-style-type: none"> • Tender fee must be deposited: YES Tender fee of Rs. 3,000/- (non-refundable) to be deposited. • Earnest Money Deposit (EMD) to be submitted: YES EMD of Rs. 30,000/- (Refundable) to be deposited
1 5	<p>Form for Tender fee & Earnest will be:</p> <p>In shape of demand draft in favor of the State Urban development Agency (SUDA), payable at Bhubaneswar or through e-tender portal.</p> <p>Bids not accompanied by tender fees and EMD shall stand rejected.</p>
1 6	<p>Proposals must be submitted no later than the following date and time: 27.02.2025,05.00 PM</p>
1 7	<p>Date and time for public opening of the Technical Proposals received: 28.02.2025,11.00 AM</p>
1 8	<p>Expected date/month for commencement of consulting services: April-2025</p>
1 9	<p>Expected date/month for completion of consulting services: April-2026</p>

Annexure-5

TECHNICAL PROPOSAL

LETTER OF TRANSMITTAL

To

Date

The Project Director,
SUDA, Bhubaneswar.

Dear Sir,

We, the undersigned, offer to “**Conduct Internal Audit & Compilation of Accounts of ULBs (Municipality & NAC)**” in accordance with your request for Proposal(RFP) of no....., dated..... . We are hereby submitting our Proposal, having details about the firm.

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

We agree to bear all costs incurred by us in connection with the deployment of internal auditor for preparation and submission of the internal audit reports.

We understand that SUDA is not bound to accept any proposal or to give any reason for award, or for the rejection of any proposal.

I confirm that I have authority of all partners of my firm to submit the proposal.

Yours faithfully,

Chartered Accountants,

FORM - 1

FORM FOR TECHNICAL PROPOSAL

Sl. No.	PARTICULARS		Supporting Documents (self-attested) required to be submitted along with this form
1.	Details of the CA Firm		
1.1	Name of the Firm	:	
1.2	Address of the Firm	:	
1.3	Phone No. Mobile no. of contact person	:	
1.4	Contact Person (Office Address and Contact No)	: :	
1.5	Address of Head Office in Odisha	:	
2.	i. Date of establishment of the firm	:	
	ii. Date since H.O functioning at the existing station.	:	
3.	Firm's Income Tax PAN No.	:	
4.	Firm's GST registration No.	:	
5.	Firm's Registration no. with ICAI	:	
6.	CAG empanelment no. for 2024-25	:	
7.	No. of years of firm's existence & date of establishment	:	
8.	Turnover of the firm for the last three years (in Rs.) 2021-22 2022-23 2023-24	: : : :	
9.	Audit Experience of the firm		
9.1	Number and details of assignments in audit of Govt. Sector (Excluding Banks and Financial Institution)	:	As per Form annexed
9.2	Number & details of assignments in audit &		As per Form annexed

	accounts of ULBs/PRIs/ Agencies/PSUs.		
10.	Details of Partners		
10.1	No. of full-time partners associated with the firm as on 01.01.2025		(Provide self-declaration certificate having no of full time FCA. ACA and their no of year association with the firm.
11.	Details of Team Leader to be proposed		
11.1	Name of the Team Leader to be engaged by the firm	:	
11.2	- Qualification - Date of Joining the Firm - Experience (in Years) - Whether worked in Govt. Sector (Yes/No) If yes, year of experience in Govt. sector - experience in ULB/PRIs (In Years) - Contact Details	:	
12	Confirmation of the Firm for deployment of 5 Nos Auditors having qualification and experience as defined in ToR.		
12.1	Confirmation of the firms to accepting the fees as specified under clause 1.8 of the RFP.	:	
13	Details of Others		
13.1	Demand draft Details Tender fee Amount : DD No. : Issuing Date: Name of the Bank:	:	
13.2	Demand draft Details OF EMD Amount: DD No. : Issuing Date: Name of the Bank:	:	

13.3	Whether the agency was ever blacklisted: Y/N If yes, whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	:	
13.4	Confirm to carry assignment as per TOR	:	YES
13.5	Confirm to accept all term & conditions specified in RFQ documents	:	YES

(Copy of supporting documents of the above all should be attached with the proposal) Seal & Signature of Partner

Membership No

FORM - 2

Financial Turnover of the CA Firm during the last three years

Sl. No.	Year	Turn Over in INR
1	2021-22	
2	2022-23	
3	2023-24	
Average Annual Turnover for the last three years (INR)		

(Please provide the copies of the Balance Sheet and Profit Loss Statement for the corresponding period)

Authorized Signatory [In full and initials]: _____
With Seal and date

FORM -3

**Relevant Assignments Undertaken during last 3 years (FY 2021-22, 2022-23 & 2023-24)
only in each category**

A. Central Govt. /State Govt. agency/PSU Experience:

Sl No	Name of the Assignment	Financial Year	Name of the Client	Nature of Assignment (Please Specify the Work involved as detailed in scope of work)	Copy of work order /client certificate placed at page no.
1					
2					
3					
4					
5					
6					
7					
8					
9					

B. Assignment related to ULB/PRIs/State Agency/PSUs:

Sl No.	Name of the Assignment	Financial Year	Name of the Client	Nature of Assignment (Please Specify the Work involved as detailed in scope of work)	Copy of work order /client certificate placed at page no.
1					
2					
3					
4					
5					
6					
7					
8					
9					

FORM -4

Curriculum Vitae (CV) OF Team Lead

- i. Name of Firm: [Insert name of firm proposing the staff]:
- ii. Name of Staff: [Insert full name]:
- iii. Position applied for:
- iv. Date of Birth:
- v. Nationality:
- vi. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- vii. Membership of Professional Associations:
- viii. Other Training:
- ix. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
- x. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- xi. Post Qualification Experiences & Tasks Discharged:
[Starting with present position, list in reverse order every position held since CA -Final (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: To [Year]:
Organisation:
Positions held:
Detailed Tasks Discharged:
- xii. Years of Experiences in ULBs/PRI's along with Tasks Handled:
Nature of Assignment/job or project:
Year:
Organisation:
Activities performed:

xiii. Why feel Suitable For this Assignment:

xiv. Certification:

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

Date:

[Signature]

Place:

[Full name of authorized representative]:

Annexure-6

(To be modified in terms of RFP condition at time of signing of contract.)

**Standard FORM OF Contract between
State Urban Development Agency (SUDA)
H & UD Department, Govt. of Odisha**

and

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

Dated:

Place:

I. Form of Contract

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

This CONTRACT (herein after called the –ContractII) is made the [day] day of the month of [month], [year], between **State Urban Development Agency (SUDA) H & UD Department , Govt. of Odisha** (here in after called the –ClientII), or the First Party and, [name of Consultancy firm/agency] (here in after called the –Consultancy firm/agencyII) of the FIRM.

WHERE AS,

- (a) The Consultancy firm/agency, having represented to the –ClientII that it has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice date disused by the Client;
- (b) The –ClientII has accepted the offer of the Consultancy firm/agency to provide the services on the terms and conditions set for thin this Contract.

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

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

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

2. The mutual rights and obligations of the –ClientII and the Consultancy firm/agency shall be as set for thin the Contract, in particular:

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

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

Signed by-----

In presence of

1. For and on behalf of the SUDA, H & UD Dept.
[name of –ClientII]

(Witnesses)

(i)

(ii)

In presence of

2. For and on behalf of the [name of firm]

(Witnesses)

(i)

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

pursuant to this Contract, as described in Appendix A hereto.

(p) –Third PartyII means any person or entity other than the –ClientII, or the Consultancy firm/agency.

(q)—In writingII means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the –ClientII and the Consultancy firm/agency. The Consultancy firm/agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

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

1.5 Notices

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

1.5.2 A Party may change its address for notice here under 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 –ClientII may approve.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the –ClientII or the Consultancy firm/agency may be taken or executed by the officials specified in the SC.

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

1.9 Fraud and Corruption

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

- (i) —corrupt practicell means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) —fraudulent practicell means a misrepresentation or omission off acts in order to influence a selection process or the execution of a contract;
- (iii) —collusive practicesll means a scheme or arrangement between two or more Consultancy firm/agency, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) —Coercive practicesll means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.9.2 Measures to be taken by the Client

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

1.9.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract:

This Contract shall come into force and effect on the date (the —Effective Date) of the —Client's notice to the Consultancy firm/agency instructing the Consultancy firm/agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC Client may, by not less than twenty one (21) days written notice to the Consultancy firm/agency, declare this Contract to be null and void, and forfeit the EMD.

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

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC2.9 hereof, this Contract shall expire at the end of such time period as specified in the SC.

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

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, —Force Majeure means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations here under 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, lock outs or other industrial action (except where such strikes, lock outs or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

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

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm/agency, upon instructions by the –ClientII, shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

2.7.4 Suspension: The –ClientII may, by written notice of suspension to the Consultancy firm/agency, suspend all payments to the Consultancy firm/agency here

under if the Consultancy firm/agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension(i) shall specify the nature of the failure, and(ii) shall allow the Consultancy firm/agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30)days after receipt by the Consultancy firm/agency of such notice of suspension.

2.8 Termination

2.9.1 By the –ClientII: The –ClientII may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a)through (i) of this Clause GC 2.9.1..

- a. If the Consultancy firm/agency fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GC2.8 herein above, within thirty(30) days of receipt of such notice of suspension or within such further period as the –ClientII may have subsequently approved in writing.
- b. If the Consultancy firm/agency becomes (or, if the Consultancy firm/agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) in solvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultancy firm/agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Consultancy firm/agency, in the judgment of the –ClientII, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Consultancy firm/agency submits to the –ClientII a false statement which has a material effect on the rights, obligations or interests of the –ClientII.
- f. If the Consultancy firm/agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- g. If the Consultancy firm/agency fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy firm/agency to improve the quality of the services.
- h. If, as the result of Force Majeure, the Consultancy firm/agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i. If the –ClientII, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the –ClientII shall give a not less than thirty(30) days' written notice of termination to the Consultancy firm/agency, and sixty(60) days' in case of the event referred to in(i).

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

- a. If the –ClientII fails to pay any money due to the Consultancy firm/agency pursuant to this Contract and not subject to dispute pursuant to Clause GC8 hereof within forty-five(45) days after receiving written notice from the Consultancy firm/agency that such payment is overdue.
- b. If, as the result of Force Majeure, the Consultancy firm/agency is unable to perform a material portion of the Services for a period of not less than sixty (60)days.
- c. If the –ClientII fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8hereof.
- d. If the –ClientII is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultancy firm/agency may have subsequently approved in writing) following the receipt by the –ClientII of the Consultancy firm/agency's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC2.2 or GC2.9 hereof, or upon expiration of this Contract pursuant to Clause GC2.4 hereof, all rights and obligations of the Parties here under 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 GC3.3 hereof, (iii) the Consultancy firm/agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.6 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 GC2.9.1 or GC2.9.2 hereof, the Consultancy firm/agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy firm/agency and equipment and materials furnished by the –ClientII, the Consultancy firm/agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the –ClientII shall make the following payments to the Consultancy firm/agency:

- a. If the Contract is terminated pursuant to Clause 2.9.1 (h), (i) or 2.9.2, remuneration pursuant to Clause GC6.3 (h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the Consultancy firm/agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the –Clientll may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultancy firm/agency will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE CONSULTANCY FIRM/AGENCY

3.1 General

3.1.1 Standard of Performance: The Consultancy firm/agency shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultancy firm/agency shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the –Clientll, and shall at all times support and safeguard the –Client’s legitimate interests in any dealings with Sub-Consultancy firm/agency or Third Parties.

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

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

- a. The payment of the Consultancy firm/agency pursuant to Clause GC6 hereof shall constitute the Consultancy firm/agency's only payment in connection with this Contract and, subject to Clause GC3.2.2 hereof, the Consultancy firm/agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the Consultancy firm/agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultancy firm/agency, as part of the Services, has the responsibility of advising the –ClientII on the procurement of goods, works or services, the Consultancy firm/agency shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the –ClientII. Any discounts or commissions obtained by the Consultancy firm/agency in the exercise of such procurement responsibility shall be for the account of the —ClientII.

3.2.2 Consultancy firm/agency and Affiliates Not to Engage in Certain Activities: The Consultancy firm/agency agrees that, during the term of this Contract and after its termination, the Consultancy firm/agency and any entity affiliated with the Consultancy firm/agency, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultancy firm/agency's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultancy firm/agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the –ClientII, the Consultancy firm/agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultancy firm/agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultancy firm/agency: The Consultancy firm/agency(i) shall take out and maintain, at their own cost but **on terms and conditions approved by the –ClientII**, insurance against the risks, and for the cover ages specified in the SC, and (ii) at the –Client's request, shall provide evidence to the –ClientII showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Consultancy firm/agency(i) shall keep accurate and systematic accounts and records in respect of the Services here under, 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 –ClientII 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 –ClientII or the Client, if so required by the –ClientII or the Client as the case may be.

3.6 Consultancy firm/agency's Actions Requiring –Client's Prior Approval: The Consultancy firm/agency shall obtain the –Client's prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Appendix C.

3.7 Reporting Obligations: The Consultancy firm/agency shall submit to the –ClientII the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CDROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultancy firm/agency to be the Property of the –ClientII: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultancy firm/agency for the –ClientII under this Contract shall become and remain the property of the –ClientII, and the Consultancy firm/agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the –ClientII, together with a detailed inventory thereof. The Consultancy firm/agency may retain a copy of such documents, but shall not use any where, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultancy firm/agency and third parties for purposes of development of any such computer programs, the Consultancy firm/agency shall obtain the –Client's prior written approval to such agreements, and the –ClientII 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 –ClientII: Equipment, vehicles and materials made available to the Consultancy firm/agency by the –ClientII, or purchased by the Consultancy firm/agency wholly or partly with funds provided by the –ClientII, shall be the property of the –ClientII and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultancy firm/agency shall make available to the –ClientII an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the –Client'sII instructions. While in possession of such equipment, vehicles and materials, the Consultancy firm/agency, unless otherwise instructed by the –ClientII in writing, shall insure them at the expense of the –ClientII in an amount equal to their full replacement value.

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

4. CONSULTANCY FIRM/AGENCY'S PERSONNEL

4.1 General: The Consultancy firm/agency shall employ and provide such qualified and experienced Personnel and Sub-Consultancy firm/agency as are required to carry out the Services.

4.2 Description of Personnel:

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultancy firm/agency's Key Personnel are as per the Consultancy firm/agency's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the –ClientII, his/her name is listed as well.
- b. If required to comply with the provisions of Clause GC3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultancy firm/agency by written notice to the –ClientII, 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 GC6.1(b) of this Contract. Any other such adjustments shall only be made with the –Client's written approval.
- c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the –ClientII and the Consultancy firm/agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultancy firm/agency listed by title as well as by name in Appendix C are hereby approved by the –ClientII. In respect of other Personnel which the Consultancy firm/agency proposes to use in the carrying out of the Services, the Consultancy firm/agency shall submit to the –ClientII for review and approval a copy of their Curricula Vitae (CVs). If the –ClientII 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 –ClientII.

4.4 Removal and/or Replacement of Personnel:

- a. Except as the –ClientII may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultancy firm/agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy firm/agency shall forth with provide as are placement a person of equivalent or better qualifications.
- b. If the –ClientII (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm/agency shall, at the –Client’s written request specifying the grounds therefore, forth with provide as a replacement a person with qualifications and experience acceptable to the –ClientII.
- c. Any of the Personnel provided as are placement under Clauses(a) and(b) above, as well as any reimbursable expenditures(including expenditures due to the number of eligible dependents) the Consultancy firm/agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the –ClientII. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also
 - (i) the Consultancy firm/agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
 - (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE–CLIENTII

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

- a. Provide the Consultancy firm/agency and Personnel with work permits and such other documents as shall be necessary to enable the Consultancy firm/agency or Personnel to perform the Services.
- b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

- c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- d. Provide to the Consultancy firm/agency, Sub-Consultancy firm/agency and Personnel any such other assistance as may be specified in the SC.

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

5.3 Services, Facilities and Property of the –ClientII:

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

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

5.5 Counterpart Personnel:

- a. If necessary, the –ClientII shall make available to the Consultancy firm/agency free of charge such professional and support counterpart personnel, to be nominated by the –ClientII with the Consultancy firm/agency's advice, if specified in Appendix E.
- b. Professional and support counterpart personnel, excluding –ClientIIs liaison personnel, shall work under the exclusive direction of the Consultancy firm/agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultancy firm/agency that is consistent with the position occupied by such member, the Consultancy firm/agency may request the replacement of such member, and the –ClientII shall not unreasonably refuse to act upon such request.

6. PAYMENTSTOTHECONSULTANCY FIRM/AGENCY

6.1 Total Cost of the Services

- a. The total cost of the Services payable is set forth in Appendix D as per the Consultancy firm/agency's proposal to the Client and as negotiated thereafter.
- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- c. Not with standing Clause GC6.1(b) hereof, if pursuant to any of the Clauses GC4.2(c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultancy firm/agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC6.1(a)above, the ceiling or ceilings, as the case may be, set forth in Clause GC6.1(b)above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

- a. The Consultancy firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as specified as per SC 10.
- b. Once a milestone is completed, the Consultancy firm/agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the Consultancy firm/agency without further delay.
- c. Final Payment: The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultancy firm/agency and approved as satisfactory by the –ClientII. The Services shall be deemed completed and finally accepted by the –ClientII and the final report and final statement shall be deemed approved by the —ClientII as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the —ClientII unless the —ClientII, within such ninety (90) day period, gives written notice to the Consultancy firm/agency specifying in detail deficiencies in the Services, the final report or final statement. The Consultancy firm/agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the —ClientII has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm/agency to the —ClientII within thirty (30) days after receipt by the Consultancy firm/agency of notice thereof. Any such claim by the —ClientII for reimbursement must be made within twelve (12) calendar months after

receipt by the—Client of a final report and a final statement approved by the —Client in accordance with the above.

- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Consultancy firm/agency and the Consultancy firm/agency has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the Consultancy firm/agency.
- e. If the deliverables submitted by the Consultancy firm/agency are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the Consultancy firm/agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
- f. All payments under this Contract shall be made to the accounts of the Consultancy firm/agency specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultancy firm/agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm/agency in writing and the Consultancy firm/agency has made necessary changes as per the comments / suggestions of the Client communicated to the Consultancy firm/agency.
- h. In case of early termination of the contract, the payment shall be made to the Consultancy firm/agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultancy firm/agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified; (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultancy firm/agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rat a basis. The total amount payable shall be the amount calculated as per(i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties

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

8. SETTLEMENT OF DISPUTES

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

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

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

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

9. Liquidated Damages

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

9.2 The amount 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:

- a. If the deliverables are not submitted as per schedule as specified in SC10, the Consultancy firm/agency shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- b. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3(f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultancy firm/agency shall be liable for Liquidated Damages for an amount equal to [1]% of total cost of the services for every week or part thereof for the delay.

9.4 Performance Security:

- i. The selected bidder, for due and faithful performance of its obligations under the Contract, shall be required to provide a "Performance Security" of the value equivalent to [Specified in SCC] of the contract value in shape of a 'Bank Guarantee' from a scheduled bank, to SUDA in favor of the Administrative officer, SUDA, Odisha payable at Bhubaneswar within 15 days of receiving of LOA/Purchase order. The performance security shall remain valid till 2 years.
- ii. The Performance security shall be denominated in Indian rupees.
- iii. The performance security shall be discharged by the Purchaser within 60 days from the date of completion of contract obligation.
- iv. The security shall be fortified in the following cases:
 - a) In case of agency failed to perform the service as per contract.
 - b) In case delay in delivering the service without any reasonable cause

10. Miscellaneous provisions:

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

Indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

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

III. Special Conditions of Contract:

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

SC Clause Ref. Of GC Clause Amendments of, and Supplements to, Clauses in
The General Conditions of Contract

1. 1.5 The addresses are:
 1. —ClientII:
Attention:
Facsimile:
 2. Consultancy firm/agency:
Attention:
Facsimile:
2. 1.7 {insert name of member} The Authorized Representatives are:

For the –ClientII:

For the Consultancy firm/agency:
- 3.2.1 The effectiveness conditions are the following:
 - a. The contract to be signed within 15 days of intimation.
 - b. Performance bank guarantees to be submitted within 15 days of contract signing.
5. 2.2 The time period shall be one months
6. 2.3 The time period shall be 15 days from effective date
7. 2.4 The time period of expiry of contract is and can be extended for further period based on performance.
- 8 4.5 a. The Resident Manager to be located at Bhubaneswar office of the Firm/Agency to coordinate with SUDA

9.. 6.1 (b) The ceiling in local currency is Rs.... lakhs

10. 6.3 **PAYMENT AND REPORTING SCHEDULE**

AS Mentioned in TOR.

11. The Arbitration proceedings shall take place in Bhubaneswar in India.

12 9.4 Performance Security shall be 5 % of the contract price.

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

Binding signature of Contractor Signed by.....(For and on behalf of duly authorized vide Resolution

No dated of the Board of Directors of) In the presence of (Witnesses)

1.

2.

Annexure-7

Invoice format

INVOICE

Invoice No.: Invoice Date:

Service Tax

Registration No. PAN Number

Housing & Urban Development Department

Govt. of Odisha

For Attention of _____

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

Contract For: _____

Contract No.: _____

Maximum Contract Value: _____ Total Amount Received _____

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

Particulars of current claim made should be mentioned here	Amount	Tax if any
Invoice Total		

PLEASE MAKE PAYMENT TO:

Bank Account: _____ Bank SWIFT ID: _____

Account Number: _____ Account Number: _____

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

Signature of Bidder

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

Project Officer/Advisor

Annexure-8

Bank Guarantee Format for Performance

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

WHEREAS.....(name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no dated.....to provide service of(description of services) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid until the day of, 20.....

Our..... branch at..... * (Name & Address of the * branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our..... * branch a written claim or demand and received by us at our..... branch on or before Dt..... Otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....

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

* Preferably at Bhubaneswar

Annexure- 9

E- Procurement Guideline

Executive Instruction regarding calling for and acceptance of tenders in e-Procurement in Govt. of Odisha.

Appendix - I

Government of Odisha Works Department

Office Memorandum

File No.07556900042013 (Pt-II) – 7885/W Dated 23.07.2013

Sub: Codal Provision regarding e-Procurement

After introduction of e-procurement in Government of Odisha, necessary guidelines / procedures has been issued in Works Department Office Memorandum No.1027 dt.24.01.2009 which consists of the procedural requirement for e-procurement of tenders. After careful consideration Government have been pleased to make following modifications to codal provisions by way of addition as Appendix – IX(A) of OPWD Code Vol.II) as follows:

(Appendix-IX (A) of OPWD Code, Vol-II)

Executive instructions regarding calling for and acceptance of tenders in e-Procurement.

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all “works” tenders hoisted in the portal.
2. The e-procurement portal of Government of Odisha is “<https://tendersodisha.gov.in>”.
3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
4. The DSC issued to the Department users is valid for the period of two years only. All the Department users are responsible to revalidate their DSC prior to expiry.
5. For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.
6. Government after careful consideration have decided to hoist all tenders costing 10 lakhs or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc. of the State with prior approval from Works Department. Works

Department is the Nodal Department for the implementation of e-Procurement in the State.

7. The e-procurement shall be operated compliant to relevant provisions of OGFR/ OPWD code/ Accounts code/ Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.
8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.
9. Contractor not registered with Government of Odisha, can participate in the e- Procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.
10. For the role management “Department” is the Administrative Department, Organization or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent Officer and Subdivision is the Assistant Engineer or equivalent officer.
11. The e-Procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.
 - 11.1 Application Administrator (NIC & State Procurement Cell)
 - i. Master Management
 - ii. Nodal Officer Creation
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s and bidder’s login ID.
 - 11.2 Nodal Officer (At organization level not below the Superintending Engineer or equivalent rank)
 - i. Creation of Users
 - ii. Role Assignment
 - iii. Report Generation
 - iv. Transfer of Officer’s login ID.
 - v. Blocking & unblocking of officer’s Login ID.
 - 11.3 Procurement Officer Publisher (Officer having tender inviting power at any level)
 - i. Publishing of Tender
 - ii. Publishing of Corrigendum / addendum / cancellation of Tender
 - iii. Bid Clarification
 - iv. Uploading of Pre-Bid minutes.
 - v. Report generation.
 - 11.4 Procurement Officer Administrator (Generally sub-ordinate officer to Officer Inviting Tender)

	i.	Creation of Tender
	ii.	Creation of Corrigendum / addendum / cancellation of

	iii.	Tender Report generation.
11.5		Procurement Officer Opener (Generally sub-ordinate officer to Officer Inviting Tender)
	i.	Opening of Bid
11.6		Procurement Officer Evaluator (Generally Sub-Ordinate Officer to Officer Inviting Tender)
	i.	Evaluating Bid
11.7		Procurement Officer-Auditor (Procurement Officer Publisher and/or Accounts Officer / Finance Officer)
	i.	To take up auditing

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

- 12.1 The Notice Inviting Bids (NIB) and Bid documents etc., shall be in the Standard formats as applicable to conventional Bids and will be finalized / approved by the officers competent as in the case of conventional Bids.
- 12.2 The officers competent to publish NIB in case of conventional Bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy:-

Government of Odisha “e” procurement Notice	
Bid Identification No.-----	
1.	Name of the work:
2.	Estimated cost: Rs.
3.	Period of completion _____
4.	Date & Time of availability of bid document in the portal _____
5.	Last Date / Time for receipt of bids in the portal _____
6.	Name and address of the O.I.T.:.....
Further details can be seen from the e-procurement portal “ https://tendersodisha.gov.in ”	

- 12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer Publisher) in the website <https://tendersodisha.gov.in> will appear in the “Latest Active Tender”. The Bidders/ Guest Users can download the Bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the ‘Notice inviting Bid’ after which the same will be removed from the list of “Latest Active tenders”.

13. *ISSUE OF ADDENDA/ CORRIGENDA/ CANCELLATION NOTICE:*

- 13.1 The Procurement Officer Publisher (Officer Inviting Tender) shall publish any addendum/ corrigendum/ cancellation of tender in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. *CREATION AND PUBLISHING OF BID:*

- 14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer Publisher) using their DSCs in appropriate format so that the document is not tampered with
- 14.2 The tender document comprise the notice inviting tender, bid document/ SBD, drawings in .pdf format and the schedule of quantities / BoQ in .xls format to be uploaded by the Officer Inviting Tender.
- 14.3 Procurement Officer Administrator creates tender by filling up the following forms:
- BASIC DETAILS
 - COVER CONTENT: The Procurement officer Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical/ Finance	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
		BoQ	.xls

(b) For Two Cover/Packet:

Sl No	Cover Type	Document Description	Type
1	Fee/ Prequal/ Technical	Tender Cost, EMD, VAT, PAN, Contractor RC	.pdf
		Affidavits, undertakings and any other document as per SBD/DTCN.	.pdf
2	Finance	BoQ	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender	.pdf

- TENDER DOCUMENT: The Procurement Officer Administrator should upload the NIT in .pdf format.
- WORK ITEM DETAILS
- FEE DETAILS: The Procurement Officer Administrator should mention the cost of

tender paper and EMD amount as laid down in DTCN/SBD.

- vi. **CRITICAL DATES:** The Procurement Officer Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per DTCN/SBD.
- vii. **BID OPENER SELECTION:** The Procurement Officer creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organization from other procurement units (Circles /Divisions).
- viii. **WORK ITEM DOCUMENTS:** The Procurement Officer Administrator should upload the digitally signed tender document (SBD/DTCN) or any other additional document/drawings in .pdf format and Bill of Quantities in .xls format.
- ix. **PUBLISHING OF TENDER:** The Procurement Officer Publisher shall publish the tender using his/her DSC after detail scrutiny of the fields created and documents uploaded by the Procurement Officer Administrator. Procurement Officer Publisher can publish tenders for multiple procurement units using multiple DSCs procured for each post separately. After being relieved from the additional charges he has to surrender the additional DSCs to the Nodal Officer of the concerned organisation.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He/She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorised signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorised signatory is used in the portal.

15.1.2 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-Procurement system irrespective of who operates the system.

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

15.2 **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.3 **CLARIFICATION ON BID:** The bidder may ask question related to tender online in the e-procurement portal using his/her DSC; provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer Inviting the Bid / Procurement Officer-Publisher will clarify queries related to the tender.

15.4 **PREPARATION OF BID**

15.5.1 The bids may consist of general arrangements drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the Officer Inviting The bid will be open for inspection by the bidders.

15.5.2 The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc. and store in the system.

15.5 **PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:**

15.6.1 The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written/printed pages of the bid security and up load the same in portable document format (PDF) to the system in designated place of the technical BID. Furnishing scanned copy of such documents is mandatory otherwise his/her bid shall be declared as non-responsive and liable for rejection.

15.6.2 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document. The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by an acceptable Bid Security and not secureXV as indicated in the bid document shall be rejected as non-responsive. The bid security shall be retained till such time the successful bidder furnishes Initial Security Deposit (ISD) or Performance Security acceptable to the Officer Inviting the Bid. Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Bid security in the form of FD / BG shall be from a Nationalized Bank valid for a period of 45 days beyond the validity of the bid. Bid security in other form is acceptable if the bid documents provides for it.

15.6.3 The Fixed Deposit / Bank Guarantee or any other form as mentioned in detailed tender call notice in respect of Earnest Money Deposit / Bid Security and the Bank Draft in respect of cost of Bid are to be scanned and up loaded in portable document format (PDF) along with the bid.

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such a situation,

successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

15.6.5 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption

15.6.6 Government of Odisha has been actively considering integrating e-payment gateway in to the portal for payment of Cost of Bid and Bid Security/ EarnestMoney Deposit. The process of using e-payment gateway shall be issued separately after it is established.

16. *SUBMISSION OF BID:*

16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical bid generally consist of cost of Bid documents, EMD/ Bid Security, VAT, PAN / TIN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries, and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/undertaking including rebates.

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion / modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of TechnicalBid.

16.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BoQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on to the portal with his/her DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

16.5.3 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

16.5.4 The system shall require all the mandatory forms and fields filled up by the

contractor during the process of submission of the bid/tender.

- 16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.
- 16.5.6 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 16.5.7 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 16.5.8 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the Bidder to up-load the drawings and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid.
- 16.5.9 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

16.6 **SIGNING OF BID:** The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. *SECURITY OF BID SUBMISSION:*

- 17.1 All bid uploaded by the Bidder to the portal will be encrypted.
- 17.2 The encrypted Bid can only be decrypted / opened by the authorised openers on or after the due date and time.

18. *RESUBMISSION AND WITHDRAWAL OF BIDS:*

- 18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.
- 18.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. *OPENING OF THE BID:*

- 19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- 19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

- 19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.
- 19.4 In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.
- 19.5 Combined bid security for more than one work is not acceptable.
- 19.6 The electronically submitted bids may be permitted to be opened by the predefined Bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further, action on bid documents shall be taken by the new incumbent of the post.
- 19.7 In case of non-responsive tender the officer inviting tender should complete the e-Procurement process by uploading the official letter for cancelled / re-tender.

20. *EVALUATION OF BIDS :*

- 20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that “the documents as available in the portal containing ___ nos. of pages”.
- 20.2 The bidder may be asked in writing/ online (in their registered e-mail ids) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the Bidder’s price bid. Non submission of legible documents may render the bid non- responsive. The authority inviting bid may reserve the right to accept any additional document.
- 20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 20.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 20.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
 - 20.6.1 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
 - 20.6.2 At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.
 - 20.6.3 The responsive bidders’ name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.
 - 20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the Comparative Statement and furnish a certificate to that respect.

20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

20.6.6 System provides an option to Procurement Officer/Publisher for reconsidering the rejected bid with the approval of concerned Chief Engineer / Head of Department.

21. NEGOTIATION OF BIDS:

21.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This Letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the Works by the contractor as prescribed by the contract & the amount of Performance Security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.

22.2 The Contractor after furnishing the required acceptable Performance Security & Additional Performance Security, "Letter to Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer – Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.

22.3 If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV / firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him / them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the Registration Certificate of the Contractor is cancelled /suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation / suspension/ blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation

to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original Technical / Financial (Tender Paper Cost, EMD/Bid Security) instruments before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false / fabricated / bogus.

Accordingly the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix- XXXIV of OPWD Code, Volume-II.

24. *GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:*

24.1 UNBLOCKING OF PORTAL REGISTRATION:

Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members.

EIC (Civil)-cum-CPO,	-	Chairman
Engineer-in-Chief (WR)	-	Member
Concerned Chief Engineer	-	Member Sr.
Manager (Finance), SPC	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), SPC	-	Convener

24.2 The Chief Manager (Tech), State Procurement Cell will be the convener and he will maintain all records for this purpose. The Committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of Portal Registration shall in no case be less than 90 days. After blocking of Portal Registration, the Contractor whose Portal Registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a Treasury Challan showing deposit of Rs. 10,000/- (Rupees ten thousand) only (non-refundable) under the head of accounts '0059 - Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech), State Procurement Cell.

- 24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech) being the member Convener of the Committee shall place the case before the Committee for examination and taking a decision in this regard. After examination the Committee may recommend for unblocking of the portal registration of said contractor if the Committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.
- 24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech), SPC may not consider his case to be placed before the Committee and may advise the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech), SPC along with his views furnishing the copy of the show cause reply for placement of the same before the Committee for taking a decision in respect of blocking/ unblocking. If the Committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advise the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.
1. These amendments shall take effect from the date of issue of the order.
 2. This amendment is an addition to the existing provision and will be placed below Appendix-IX to OPWD Col, Vol-II.
 3. Accordingly Office Memorandum No.1027 dt.24.01.2009 stands modified.
 4. This has been concurred in by the Finance Department vide their UOR No.3-WF-1 dt.04.01.2013.

Sd/19.07.2013

E.I.C-cum-Secretary to Govt.

Appendix – II

Online Receipt of Tender Paper Cost & Earnest Money Deposit through e-Procurement Portal as per Works Department Letter No.17276/W Dt.06.12.2017

Government of Odisha Works Department ***

Office Memorandum

File No.07556900012016–17254/W Dt.05.12.2017

Sub: Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as **SBI/ICICI Bank/HDFC Bank** for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like **Internet banking/ NEFT/RTGS** of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the **e-receipts** will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible** to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (**SBI/ICICI Bank/HDFC Bank**) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a **Focal Point Branch** called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. *Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:*
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so

that it comes to the "My Tenders" section.

- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
- c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her **internet banking** enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using **NEFT/RTGS** facility of designated Banks.
- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.
- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

6. *Settlement of Cost of Tender Paper;*

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory

Corporations, Autonomous Bodies and Local Bodies etc.

- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. *Settlement of Earnest Money Deposit on submission of bids:*
- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.
8. *Forfeiture of EMD :*
- Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.
- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
 - b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances
intoTr
the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.
 - c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.
9. *Role of the Banks:*
- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
 - b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
 - c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
 - d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
 - e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.
10. *Role of State Procurement Cell:*
- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
 - b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e- Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the

- remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tenderinviting authorities for their record.
 - d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
 - e) The e-Procurement system will generate a consolidated refund & settlement XMLfile as an end of the day activity.
 - f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against aday.
 - g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
 - h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre:

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organizations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances:

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e- Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics

Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-

Procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.
 1. This shall take effect from the date of issue of this Office Memorandum.
 2. Accordingly, relevant existing codal/ contractual provision exist vide Office Memorandum No.6785/W Dt.09.05.2017 of Works Department stands modified to the above extent.
 3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I Dt.09.11.2017.

Sd/05.12.2017

*E.I.C-cum-Secretary
to Govt.*