



WATCO
WATER CORPORATION OF ODISHA
OFFICE OF THE MANAGING DIRECTOR, WATCO
GROUND FLOOR, UNNATI BHAWAN, SATYANAGAR,
BHUBANESWAR-751007, ODISHA, INDIA

TELEFAX: - +91-674-2371444

e-mail: watcoodisha@gmail.com / mdwatcoodisha@gmail.com

[Bid Identification No. WATCO \(W\)-28/2025-26, Dated 12.02.2026](#)

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF CHARTERED ACCOUNTANT FIRMS“FOR
ENGAGEMENT OF DIVISIONAL ACCOUNTS OFFICER AT
WATCO”

FEBRUARY 2026

TABLE OF CONTENTS

Sl.No.	Content	Page No.
1.	Disclaimer and Confidentiality	02
2.	Data Sheet	04
3.	Section – 1: Letter of Invitation	06
4.	Section – 2: Information for Bidders	09
5.	Section – 3: Terms of Reference (ToR)	24
6.	Section – 4: Technical Proposal Submission Forms	46
7.	Section – 5: Financial Proposal Submission Forms	69
8.	Annexure – I: Bid Submission Check List	74
9.	Annexure – II: Performance Bank Guarantee	76
10.	Annexure – III: Standard Form of Contract	78
11.	Annexure – IV: Procedure under e-Tendering	102

DISCLAIMER AND CONFIDENTIALITY

This RFP Document has been prepared by the **Managing Director, WATCO, Odisha, Bhubaneswar**, solely for the purpose of providing information to potential bidders for Selection of Chartered Accountant firms for Engagement of Divisional Accounts Officer (DAO) in WATCO". This RFP document is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of the Client.

The information contained in this RFP document (the "**RFP**") or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Client or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by "**CLIENT**" to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by "**CLIENT**" or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for "**CLIENT**", its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures/attachments/ amendments and obtain independent advice from appropriate sources. "**CLIENT**" and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Bidder/s is on a wide range of matters, some of which depend upon interpretation. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to "**CLIENT**" by third parties have not been independently verified by "**CLIENT**". Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. Bidders should not rely on any information contained in this document as a statement or representation of fact and

must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. “**CLIENT**”, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

“**CLIENT**” accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “**CLIENT**”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

“**CLIENT**” also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

“**CLIENT**” may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. “**CLIENT**” may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

“**CLIENT**” reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that “**CLIENT**” is bound to select service provider or to appoint the successful service provider, as the case may be. “**CLIENT**” reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by “**CLIENT**” or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and “**CLIENT**” shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	The Managing Director, WATCO, Bhubaneswar, Odisha.
2.	Method of Selection & Proposal Validity	Quality And Cost Based Selection (QCBS) (Two Cover System)
3.	Date of Issue/Publication of RFP	18.02.2026 11.00 Hrs. IST
4.	Deadline for Submission of Pre-Proposal Query	25.02.2026 17.00 Hrs. IST
5.	Pre-proposal meeting	27.02.2026 15.30 Hrs. IST
6.	Issue of Pre-proposal Clarifications	Within 5.03.2026 17.00 Hrs. IST
7.	Proposal Due Date	11.03.2026 17.00 Hrs. IST
8.	Hard Copy Proposal Submission	12.03.2026 11.00 Hrs. IST to 16.03.2026 17.00 Hrs. IST (Except Govt. Holiday)
9.	Date of opening of Technical Proposal	17.03.2026 at 12.30 Hrs. IST
10.	Date of Presentation	To be Intimated late
11.	Date of opening of Financial Proposal	To be Intimated late
12.	Expected Date of Commencement of Assignment	1st May 2026
13.	Pre-proposal meeting	- All queries should be received on e-mail to mdwatcoodisha@gmail.com on/before 25.02.2026 in MS Word form up to 5.00 PM. The queries can also be submitted on/before 25.02.2026 up to 5.00 PM at the Office of the M.D., WATCO, Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar – 751 007, Dist. Khordha, Odisha. - A pre-proposal meeting will be held on 27.02.2026 at 3.30 PM in the Conference Hall of M.D., WATCO, Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar – 751 007, Dist. Khordha, Odisha. - The Name, Address, and Telephone

Sl. No.	Particular	Details
		number of the Nodal Officer is: The Managing Director, WATCO, Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar – 751 007, Dist. Khordha, Odisha, India. Phone # +91-674-2391444. Email: mail@watcoodisha.in / md@watcoodisha.in
10.	Bid Processing Fee (Non-Refundable)	Rs.10,000.00 + Rs.1,800.00 GST only remitted online during uploading of bid.
11.	Earnest Money Deposit (EMD) (Refundable)	Rs.1,50,000.00 (Rupees One Lakh Fifty thousand) only remitted online during uploading of bid.
12.	Contact Person	The Managing Director, WATCO, Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar–751007, Dist. Khordha, Odisha, India. Phone # +91-674-2391444. Email : watcoodisha@gmail.com / mdwatcoodisha@gmail.com
13.	Address for submission of Hard Copy of Technical Proposal	Office of the Managing Director, WATCO, Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar – 751 007, Dist. Khordha, Odisha, India. Phone # +91-674-2391444. Mode of Submission: Speed Post / Registered Post / Courier/ By Hand only to the address as specified above during the office hour only.
14.	Place of Opening of Proposal:	Office of the Managing Director, WATCO, Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar – 751 007, Dist. Khordha, Odisha, India. Phone # +91-674-2391444.

RFP can be downloaded from: <https://tendersodisha.gov.in>

DATA SHEET-II AND CHECK LIST

A. DATA SHEET-II:

1.	Title of Consulting Service: Selection of Chartered Accountant Firms “for Engagement of Divisional Accounts Officer in WATCO”
2.	Name of the Client:- Managing Director, WATCO, Odisha, Bhubaneswar
3.	Method of selection: Quality And Cost Based Selection (QCBS) through bids from consultancy firms/ agencies.
4.	Selection of consultancy firm/agency: The bidders have to submit One technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Section-4 & Financial proposal (BoQ) as per Section-5 (Through e-procurement Portal). The evaluation shall be made as per evaluation criteria specified at Section-2 (Clause-9).
5.	Name of the place in which Services are to be established and details of specialists to be placed shall be at o/o The Managing Director, WATCO, Odisha, Bhubaneswar.
6.	Technical proposal to be submitted: YES, As per form given at Section-4 along with all supporting documents and same shall be submitted through the procedure mentioned in the e-procurement portal i.e. <u>tenderodisha.gov.in</u> .
7.	Financial proposal to be submitted: YES, As per form given at Section-5 , Bidder shall submit the financial bid in the format given in the e-procurement portal i.e. tenderodisha.gov.in . The Maximum fee payable to CA Firm to carry out activities as per the ToR (Section-3) shall be limited to Rs.73.44 Lakhs (GST extra as applicable) per year (i.e. Annual Estimated Budget). Bidders offering higher than the upper limit shall be rejected. Bidders offering less, below 10% of the upper limit shall also be rejected
8.	The Client's Representative is: General Manager, WATCO Project Division-I, Bhubaneswar Ground Floor, Unnati Bhawan, Satyanagar, Bhubaneswar – 751 007, Dist. Khordha, Odisha, India. Phone # +91-674-2391444 Email :: watcoodisha@gmail.com/ mdwatcoodisha@gmail.com
9.	Proposal shall remain valid for 120 days after the submission date indicated in this Data Sheet.
10.	The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES
11.	Joint Ventures or Consortium offer: - NOT permissible
12.	Bidders Eligibility Criteria – Applicable As specified at Section-2 (Pre-Qualification Criteria)
13.	While submitting the copy of technical proposal the bidder has to ensure that the technical Proposal in original, to be kept in sealed envelope with superscription “Selection of Chartered Accountant Firms for Engagement of Divisional Accounts Officer in WATCO” and Financial Proposal is to be submitted as per BOQ in e-Procurement portal. The above sealed envelope to be kept in an outer envelope marked as under.

14.	For Hard Copy submission the outer envelope must be labeled with: a) Title: “Selection of Chartered Accountant Firms for Engagement of Divisional Accounts Officer in WATCO” b)RFP (Bid ID)Number c) Date of bid Submission; d) Full address of bid submission authority with contact no and email on the right; e) Full address of the Bidder with contact no and email on the left. f) On the envelope clearly write/print in bold capital letters “DO NOT OPEN EXCEPT IN PRIOR TO.....
15.	A Performance Bank Guarantee (5 percent of the total contract value) has to be submitted by the winning Bidder upon signing ofContract: YES
16.	Expected date/month for commencement of consulting services: May 2026
17.	Expected date/month for completion of consulting services: April- 2028

B. Check List:

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

i)		Whether the Technical Proposalshavebeenproperlymarked, superscripted, labeled and sealed, as required and submitted in e-procurement portal?
	1.	Whether the Audited balance sheet for last three years been submitted along with the proposal and Chartered Accountants’ certificate for consultancy turnover and net worth?
	2.	Have the Tender Fee and EMD been enclosed with the technical proposal?
ii)	1	All the bidders should send:
		a. Agency’s acceptance to terms and conditions of RFP
		b. Brief Profile of the Agency
		c. Experience of successfully executing at least experience of providing consultancy services in minimum duration more than 1 year.
		d. Self-certificate by the Partner / Proprietor of the bidders/firm regarding the numbers of Partner / professionals employed in roll of company as on 31st March, 2025.

SECTION – 1

LETTER OF INVITATION



WATER CORPORATION OF ODISHA
OFFICE OF THE MANAGING DIRECTOR
 GROUND FLOOR, UNNATI BHAWAN, SATYANAGAR,
 BHUBANESWAR, ODISHA – 751007 Telefax: +91-674-2391444
 e-mail :: watcoodisha@gmail.com/ mdwatcoodisha@gmail.com

NOTICE INVITING BID

NATIONAL COMPETITIVE BIDDING THROUGH e-PROCUREMENT

RFP No. Bid Identification No. WATCO (W)-28/2025-26, Dt.12.02.2026

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR
 “PROVIDING CONSULTANCY SERVICES FOR PROGRAMME MANAGEMENT UNIT
 (CA FIRM) IN WATCO”**

1. The Managing Director, WATCO, Bhubaneswar under the administrative control of Housing & Urban Development Department, Government of Odisha, invites proposal **through online bidding** from eligible bidders for selection of **Chartered Accountant Firms “for Engagement of Divisional Accounts Officer in WATCO”**. The proposed CA FIRM will provide work accounting service to different Division of WATCO, in Odisha for a **Contract period of TWO years** (Extendable further 1 year). The Agency shall be selected on the basis of National Competitive Bidding for the work detailed in the table given below. More details on the proposed CA FIRM are provided at **Section-3: Terms of Reference (ToR)** of this RFP Document. The Chartered Accountant Firms are advised to examine carefully all instructions in the RFP Document, while bidding.

SN	Name of the Water Supply Project	EMD/ Bid Security (in Rs.) (Online)	Bid Processing Fees (in Rs.) (Online)	Assignment Period
1	Request for Proposal (RFP) for Selection of Chartered Accountant Firms “for Engagement of Divisional Accounts Officer in WATCO”.	1,50,000.00	10,000.00 + GST @18%	24 (Twenty four) Months

2. A bidder / Agency will be selected under **Quality & Cost Based Selection (QCBS)** procedure as prescribed in the RFP Document.
3. The proposal completes in all respect as specified in the RFP Document must be accompanied with the **proof of remitting Bid Processing Fees & EMD** failing which the bid will be rejected.
4. The complete RFP document can be viewed/downloaded from e-procurement portal of the State Government <https://tendersodisha.gov.in> from **18.02.2026 (11.00 Hrs. IST) to 11.03.2026 (17.00 Hrs. IST)**. The RFP must be submitted online. RFP through any other mode shall not be entertained.
5. The last date and time for submission of Hard Copy of Proposal complete in all respects is **12.03.2026 11.00 Hrs. IST to 16.03.2026 17.00 Hrs. IST (Except Govt. Holiday)** and the date of **Online opening of the Technical Proposal** is **Dt.17.03.2026 (at 12.30 Hrs. IST)**.

6. This RFP includes following sections and annexures:
- Letter of Invitation [Section – 1]
 - Information for Bidders[Section – 2]
 - Terms of Reference [Section – 3]
 - Technical Proposal Submission Forms [Section – 4]
 - Financial Proposal Submission Forms [Section –5]
 - Bid Submission Checklist[Annexure -I]
 - Performance Bank Guarantee [Annexure -II]
 - Standard Form of Contract [Annexure -III]
 - Procedure under E-Tendering [Annexure -IV]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / Agencyto check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.
8. Interested bidders may download the Request for Proposal Documents (the “**RFP**” document) from the above website to see further details for participation in the online bidding.

Designation& Address of the Officer Inviting RFP:

MANAGING DIRECTOR, WATCO

Ground Floor, Unnati Bhawan, Satyanagar,

Bhubaneswar – 751 007, Dist. Khordha, Odisha, India.

Phone # +91-674-2391444

Email : : watcoodisha@gmail.com/ mdwatcoodisha@gmail.com

Sd/-
Managing Director, WATCO

SECTION – 2

INFORMATION FORBIDDERS

PRE-QUALIFICATION CRITERIA

Before opening and evaluation of the technical proposals, each bidder / Agency will be assessed based on the following pre-qualification criteria. The bidder / Agency is required to produce the copies of the required supportive documents /information as part of their technical proposal failing which the proposals will be rejected.

Sl.No.	Eligibility Criteria	Supportive Documents
1	The firm shall be a Partnership Firm and must be empaneled with the Comptroller & Auditor General of India (C&AG) as on 31 st March 2025 and registered with the Institute of Chartered Accountants of India (ICAI).	Supporting documents to be enclosed.
2	The bidder /Agency should have been in the consulting business for more than 07(Seven) Years from the date of registration on the last date of submission of the proposal.	
3	The firm must be registered under GST	Provide a valid GST Registration Number
4	The firm must be registered under Income Tax Act	Provide PAN Number
5	The firm must have its Head office or branch office within Bhubaneswar are eligible to apply	Provide supporting documents
6	Bidder's average annual financial turnover must be at least Rs.50.00 Lakhs (Rupees Fifty Lakhs) from Consulting/ Advisory Service business only during the last 3 (Three) Financial Years(2022-23, 2023-24 & 2024-25) .	Financial Details of the bidder (TECH - 8) along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ Agency.
7	Bidder /Agency shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client.	Self-Declaration from the Bidder / Lead Agency as per the format (TECH - 3)
8	The Bidder /Agency must have at least 10 (Ten) Professional in their payroll as full time/Contractual employee as on 31.03.2025.	Self-Declaration by the Partner / Proprietor of the Bidder numbers of professional employed in the firm (Separate sheet in TECH - 9).

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

The Bidder / Chartered Accountant firm has to furnish the following documents duly signed in along with their Technical Proposal:

- ✓ Filled in Bid Submission Check List (ANNEXURE-I)
- ✓ Covering Letter (TECH -1)
- ✓ Bid Processing Fee of **Rs.10,000.00** + GST@18% Online Remittance Payment Receipt
- ✓ EMD of **Rs.1,50,000.00** Online Remittance Payment Receipt

- ✓ Copy of empanelment order with the Comptroller & Auditor General of India (C&AG) as on 01.01.2026, of the Bidder/ Chartered Accountant firms
- ✓ Copy of PAN
- ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
- ✓ Copies of IT Return for the Last 3 Financial Years (2021-22, 2022-23, 2023-24).
- ✓ Power of Attorney (TECH - 2) in favour of the person signing the bid on behalf of the bidder.
- ✓ Self-Declaration on Potential Conflict of Interest / Activities (TECH - 3)
- ✓ Undertaking/Declaration on Not Being Blacklisted (TECH - 4)
- ✓ Bidder's Organizational Profile to understand Organization's Strength (TECH -5)
- ✓ General Details of the Bidder (TECH - 6)
- ✓ List of completed assignments of similar nature (Past Experience Details) (TECH - 7) along with the copies of work orders for the respective assignments
- ✓ Financial Details of the Bidder (TECH -8) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period.
- ✓ Summary and Detailed CVs of Ten Own Faculty DAO (TECH-09& TECH-10)
- ✓ Comments and Suggestions on the ToR Consultancy Projects Experience (TECH – 11)
- ✓ Description of Approach and Methodology (TECH - 12)
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

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

3. **Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **Rs.11,800.00 (Rupees Eleven Thousand & Eight hundred)** Only including GST, Remitting online.

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

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs.1,50,000.00 (Rupees One Lakh fifty thousand)** Only Remitting online.

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

- Bidder withdraws or modify (not acceptable to WATCO) its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is

found to be non-responsive or has submitted false information in support of its qualification.

- If the bidder fails to
 - provide any clarifications to the Client
 - agrees to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

5. **Validity of the Proposal:**

Proposals shall remain valid for a period of **120 (One Hundred Twenty Days)** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

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

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to The **Managing Director, WATCO** through e-mail atmdwatcoodisha@gmail.com till **25.02.2026 up to 17.00 Hrs. IST**. Clarifications to the above will be uploaded in the e-Procurement Website/ clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

Pre-proposal meeting will be held on **27.02.2026 at 15.30 Hrs. IST** in the Office of **Managing Director, WATCO, 1st Floor, Unnati Bhawan, Satyanagar, Bhubaneswar - 751 007, Dist. Khordha, Odisha**. The bidders will have to ensure that their queries for pre-proposal meeting should reach two days before the date of pre-proposal meeting to the **contact person (Nodal Officer)**.

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

7.1 ***Preparation of Proposal***

You are requested to submit your proposal **online through e-Procurement Portal** in Two Parts strictly using the formats enclosed herewith (refer Clause: 2, 3, 4, 6 & 7 for Part-1 and refer Section:5 for Part-2) in 2 separate covers. The two parts shall be:

Part 1: Fee/ Pre-Qualification/ Technical Proposal and

Part 2: Financial Proposal.

Bidder must submit Hard Copy of the Technical Proposals by **Registered Post/ Speed Post/ Courier/ By Hand** only to the specified address before stipulated date of opening the Technical Bid as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal.

7.2 ***The procedure for submission of the proposal is described below:***

i) **Technical Proposal:**

The envelope containing Hard Copy of Technical Proposal (Clause 2, 3, 4, 6 &

7) which is uploaded in electronic form in the e-tender portal along with proof of Remittance of Bid Processing Fee and EMD shall be sealed and superscripted as “**Technical Proposal - <Proposed Project Name>**” and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, along with all the supportive documents and information have to be furnished as part of technical proposal. The Technical Bid shall not include any financial information related to the Price Bid. **Technical Bid containing financial information related to the Price Bid shall be declared non responsive.**

ii) **Financial Proposal:**

- The financial proposal shall be submitted online only. The Agency shall quote his rates on prescribed form of the Bill of Quantities (BoQ) already provided in the RFP. Further the Agency shall have to upload the filled in formats attached in **Section 5** in PDF format in second packet of **Cover-2**.
- The rate offered shall remain fixed for initial contract period of **24 (Twenty-four) Month** and for the subsequent extension period based on mutual consent of the successful agency and authority.
- The financial proposal shall be inclusive all costs direct or indirect, for successful delivery of the services defined in the ToR but exclusive of GST.
- Agency shall express the price of their services in the Local currency (INR).

- iii) Completed proposal must be submitted on/before the date & time stated in Data Sheet.

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

8. **Opening of the Proposal:**

- (i) Opening of Proposals will be done through online and manually for Technical proposal & through only online for financial proposal.
- (ii) The **TECHNICAL PROPOSAL** received online as mentioned in point nos. 7.2(i) will be opened online by the Client on **17.03.2026 at 12.30 hrs.** IST.
- (iii) The Client will constitute a Agency Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to witness the bid opening.
- (iv) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

- (v) The **FINANCIAL PROPOSAL** 7.2.(ii) only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

9. **Evaluation of Proposal:**

A Two stage evaluation process will be conducted as explained below for evaluation of the proposals:

EVALUATION OF TECHNICAL PROPOSAL (Part-I):

Technical proposal will be opened and evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified: *

- ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
- ✓ Covering letter (**TECH – 1**) on bidder's letterhead requesting to participate in the selection process.
- ✓ Receipt of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
- ✓ Copy of Certificate of Incorporation/ Registration.
- ✓ Copy of PAN.
- ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
- ✓ Copies of IT Return for the last 3 years (2021-22, 2022-23, 2023-24).
- ✓ General Details of the Bidder (**TECH – 6**).
- ✓ Financial Details of the bidder (**TECH – 8**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
- ✓ Power of Attorney (**TECH – 2**) in favour of the person signing the bid on behalf of the bidder.
- ✓ List of completed assignments of similar nature (Past Experience Details, **TECH – 7**) along with copies of contracts / work orders / completion certificate from previous Clients.
- ✓ Self-Declaration on Conflict of Interest (**TECH - 3**).
- ✓ Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past(**TECH - 4**)..
- ✓ Duly filled in Technical Proposal Forms (**TECH - 5 to 12**).
- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorized representative of the bidder.

**Bids not complying to any of the above requirement, will be adjudged as non-responsive and out-rightly rejected by the Client/ authorities.*

EVALUATION OF TECHNICAL PROPOSAL (Part-II):

Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals.

Sl.No.	Bid Evaluation Parameters	Allocation
1.	Financial Strength: Consultancy Turnover (average 3 years) i) Minimum average Annual Turnover of the CA Firm over last 3 financial years of Rs.50.00Lakhs – 5 marks ii) For every additional completed turnover of Rs.10.00 Lakhs – 1 mark/each subject to total maximum of 10 marks .	10 Marks
2.	Financial Strength:Net Worth(average 3 years) 10.00Lakhs : 2.5 Marks Every additional Rs. 2.0 Lakh -0.5 Marks subject to maximum of 5 marks	05 Marks
3.	Institutional Strength a) Quality of ten professional (as specified in technical bid format) ** - 20 marks.	20 Marks
4.	Institutional Strength b) Number of Partner/ professional Staff forSupport of the Firm. For 10 Nos- 10 Marks for every additional 2 Nos 1.0 mark subject to maximum of – 15 Marks.	15 Marks
5.	Experience of providing consultancy services in Center/State Government/PSU/ Corporate Sector, for more than 1 year in last 7 years up to 31st March, 2025 For each eligible project 4Marks subject to maximum of 20marks	20Marks
6.	Experience in Any other Consulting assignments (Maximum 5 best projects) in last 7 years up to 31st March, 2025 :5 Marks (For each project 1 Mark subject to maximum of 5marks}	05 Marks
7.	Presentation – (25 Marks) Appreciation of the project and response to the ToR	10 Marks
	Methodology including work plan and proposed management plan	10 Marks
	Provisions to secure and retain professionals	05 Marks
	Total :	100 Marks

**** Marking For SL- 3A. CV of Professionals.**

Note:

(i) The age of proposed personnel should not be more than 65 years on the date of

submission of proposal.

- (ii) *In case of deployment of retd. /Superannuated Govt. employees; and the bidder must furnish undertakings from each such personnel that no departmental proceeding is pending and no vigilance case has been initiated against him and not convicted in any such matter.*

The Technical Bid will be evaluated on a scale of 100, and the breakup of marks for Sl. No.3 of the above table would be as follows:

Criteria (for Sl-3)		Sub-Marks	Max Marks
1	Personnel – Position. Qualification & Experience		20
i.	Divisional Accounts Officer (DAO) :10 Nos.		
	Qualification (of each person) :Bachelor's Degree in any discipline along with Intermediate qualification of CA/CMA	01	
	Minimum Experience (of each person): must have minimum of five (5) years' experience in works accounts, finance and accounting systems, including experience in fund management, contract management, and taxation management in the corporate sector or State PSUs.	01	
			20

NB: Bidders who secure 70% & above marks out of the total (100 marks) in the technical proposal will be qualified for financial evaluation.

EVALUATION OF FINANCIAL PROPOSAL:

The financial proposals of the bidders qualifying the Technical Evaluation (Part-I & II) only shall be opened online in Government e-tender portal.

10. Evaluation Process:

PROPOSAL EVALUATION (For Quality and Cost Based Selection Method)

10.1 A two-stage procedure shall be adopted for evaluating the proposals.

Technical Proposal

10.2 The Evaluation Committee appointed by the Authority shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a technical score (St.) The technical proposal should score **at least 70 points** to be considered qualified.

Financial Proposal

10.3 After the evaluation of Technical Proposals is completed, Authority may notify the name of Qualified consultants indicating the date and time set for opening of the Financial Proposals.

10.4 The Financial Proposals shall be opened online in the scheduled date and time as specified by the tender evaluation committee.

10.5 The Evaluation Committee will determine whether the submitted Financial Proposals are complete.

- 10.6 The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The rank of proposal shall be determined according to their financial quote.
- 10.7 The award of work shall be done **on Quality & Cost Basis** (Quality & Cost Based Selection approach) as detailed below.

10.8.. Quality and Cost Based Selection (QCBS)

- i. Selection shall be made via Quality and Cost Based Selection (QCBS) of **70:30** (Technical weightage = **70** and financial weightage = **30**)
- ii. The technical proposals shall be evaluated and technical scores (TS) will be given after completion of Technical Evaluation. The bidders who will score **70 or more** in the technical evaluation, will be called for Financial Bid opening.
- iii. Financial Proposals of those bidders who have a technical score (TS) of **70 and above** will be opened. The financial bids of the Technically qualified bidders shall be evaluated and Financial Score (FS) shall be given to the bidders after completion of financial evaluation
- iv. Following formula shall be used for calculating the financial score (FS)

$$FS = L/F * 100$$

FS = Financial Score,
L = The lowest financial quote and
F = Each bidder's quote

- 10.9.1 The Final evaluation result shall be published which will be based on Quality-and-Cost Based Selection (QCBS). In the QCBS evaluation, for calculating the Combined Score (CS), the weightage of technical score (TS) will be **70%** and financial score (FS) will be carrying **30%**.

Following formula shall be used for calculating the **Combined Score** (CS);

$$CS = 0.70 * (TS) + 0.30 * (FS)$$

CS = Combined Score of Tech. and Fin Evaluation in QCBS Method of 70:30

TS = Technical Score, FS = Financial Score

- 10.10 The bidder who will secure the **highest CS** will be identified as **H₁** and will be called for further discussions for negotiation. Upon successful negotiation, a joint Contract Agreement shall be signed with the bidder.

- 10.11 In case the combined score is same for more than one bidder, the Bidder offering lower financial bid shall be the successful bidder.**

10.12 Presentation

The consultant will have to make a presentation to CLIENT. The presentation shall cover in sufficient detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy, and provisions to secure and retain professionals. The objective of presentation is to enable CLIENT to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by CLIENT will also be discussed. The date and venue of

presentation will be decided by CLIENT and intimated on the day of opening of bid or otherwise at least one week in advance. The presentation to cover the details is given as above

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

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

11 Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **5% of the Contract Value** from a scheduled commercial bank situated in Bhubaneswar in favour of **"The Managing Director, WATCO, Odisha, Bhubaneswar"**, as per the format at **Annexure-II**, for a period up to six months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 30(Thirty)Months** as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

12 Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. If required, the eligible lowest bidder may be asked to accompany the proposed Key Personnel for interaction with the authority to assess their domain knowledge and other factors during negotiation with the said bidder. Replacement in case of non-availability can be considered on special cases and replaced personnel to have qualification & Experience better or equal to earlier proposed. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

Similarly, the above committee shall also decide the expertise of the proposed other Personnel in the respective domain for acceptance before drawl of agreement.

13 Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. **The contract will be valid for 2 (Two) year/ 24 (Twenty-four) months; and for the subsequent extension period not exceeding 1 (One) more year based on performance and mutual consent of the successful Agency and the Client (authority).**

14 Conflict of Interest:

Conflict of interest exists in the event of:

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

15 Disclosure:

- (i) Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii) Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

16 Anti-corruption Measure:

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

17 Language of Proposals:

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

18 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its

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

19 Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of **Bhubaneswar**, Odisha.

20 Governing Law and Penalty Clause:

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

21 Confidentiality:

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

22 Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through **e-Procurement website i.e., <https://tendersodisha.gov.in>**. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

23 Client's right to accept any proposal, and to reject any or all proposal/s:

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

24 Copyright, Patents and Other Proprietary Rights:

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

25 Replacement of Key Personnel:

The key professionals to be deployed under this contract must be dedicated in nature. However, the Client reserves the right to request the Agency to replace the assigned personnel if they are not performing to a level of satisfaction. The Agency must replace the personnel within seven (07) working days from the date of approval of replacement. If one or more key personnel become unavailable / leave the project for any reason midway under the contract, the Agency must notify the Client at least twenty-one (21) days in advance, and obtain the approval prior to making any substitution. Acceptance of a replacement person by the Client shall not relieve the Agency from responsibility for failure to meet the requirements of the contract. The replaced professional must have equal or better qualification & experience that of the professional being replaced.

26 Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

27 Settlement of Dispute:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **Managing Director, WATCO, Odisha**. The arbitration proceeding shall be held in **Bhubaneswar, Odisha**.

28 Disqualification of Proposal:

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

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

SECTION: 3

TERMS OF REFERENCE (ToR)

Terms of Reference (ToR) for the Assignment

1. Purpose / Objectives of the Assignment

General

The WATCO, a Government of Odisha undertaking under Housing & Urban Development Department, hence referred as WATCO intends to engage a Chartered Accountant Firms for providing necessary Divisional Accounts Officer (DAO) to WATCO for a period of 2(Two) year/ 24 (Twenty-four) months; and for the subsequent extension period not exceeding 1 (One) more years based on performance and mutual consent of the successful Agency and the Client(WATCO/HUDD), based on requirement of the latter. The proposed CA FIRM will provide 10(Ten) numbers of Divisional Accounts Officer (DAO) to different Division of WATCO for looking after day-to-day work related to 'Works Account', for successful implementation of Central and State Government Urban Water Supply and Sewerage Projects in Odisha.

WATCO hereby invites Request for Proposal (RFP) from interested and eligible a Chartered Accountant Firms/organizations (the "Bidders") for appointment of consultancy agency for providing necessary Divisional Accounts Officer (DAO) to WATCO. Leading consulting/ advisory firms of national/ international repute who are eligible as per the provisions of this RFP can apply. The detailed procedure for submission of BID along with the bid process has been given in this of the RFP document. The prescribed format for submission of BID is at Annexure-I.

The detailed description of the scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case the Bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as an individual (**the "Sole Firm"**). **No Joint Venture, Consortium of firms/agency or Sub-consultancy is allowed in response to this RfP.** The term Bidder (the "Applicant") means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Bidders are advised that the selection of Consultancy firm shall be on the basis of an evaluation by WATCO through the Selection Process specified in this RFP.

Background

WATCO, Odisha has been implementing several State and Central Government Water supply and Sewerage projects under missions/schemes such as AMRUT, OMBADC, DMF & other programmes. To facilitate implementation of these schemes in the State, the Department has decided to engage a Chartered Accountant Firms (CA FIRM) to provide necessary Divisional Accounts Officer (DAO) to WATCO, to look after the standard procedure for Works Accounting.

Objectives

The main objective for setting up the proposed Chartered Accountant Firms (CA FIRM) to provide necessary Divisional Accounts Officer (DAO) to WATCO, to look after the standard procedure for 'Works Accounts' for successful implementation of Central and State Government Urban Water Supply and Sewerage Projects in Odisha.

2. **Detailed Scope of Work**

The detailed set of activities to be carried out by the proposed unit will include.

(i) **Accounts & Audit Support:**

The CA FIRM shall provide necessary experienced Divisional Accounts Officer (DAO) to WATCO.

- The proposed Divisional Accounts Officer shall have a minimum of five (5) years' experience in works accounts, finance and accounting systems, including experience in fund management, contract management, and taxation management in the corporate sector or State PSUs.
- The proposed Divisional Accounts Officer shall be suitable to discharge duties in different WATCO Divisions, equivalent to the rank of Divisional Accounts Officer as deputed by the Accountant General, Odisha.

3. **Timelines, Stages and Contents of Deliverables**

Deliverables vis-a-vis Time Frame:

Deliverables	Description of Items/Deliverables	Corresponding Time Frame (Qtly)
D1	To be assigned by the M.D/ GM as per the requirement of WATCO	Q1
D2	To be assigned by the M.D/ GM as per the requirement of WATCO	Q2
D3	To be assigned by the M.D/ GM as per the requirement of WATCO	Q3
D4	To be assigned by the M.D/ GM as per the requirement of WATCO	Q4

4. **Team Composition and Qualification Requirements**

- The CA FIRM will provide necessary ten (ten) experienced Divisional Accounts Officer (DAO) to WATCO.
- However, the numbers of personnel/professionals under mentioned above can be increased to any extent based on requirement of the client/authority and successful Bidder shall arrange to deploy such personnel as per same terms of the contract.

A. ToR - PERSONNEL/ POSITIONS:	
Position # 1	Divisional Accounts Officer– 10 (Ten)
Minimum Qualification	Qualification (of each person) :Bachelor's Degree in any discipline along with Intermediate qualification of CA/CMA
Minimum Experience	Minimum Experience (of each person): must have minimum of five (5) years' experience in works accounts, finance and accounting systems, including experience in fund management, contract management, and

	taxation management in the corporate sector or State PSUs.
Job Purpose	The candidate shall be suitable to discharge duties in different Divisions of WATCO equivalent to the rank of Divisional Accounts Officer as deputed by the Accountant General, Odisha operations.
Desirable	• Excellent Oral, writing & documentation skills and analytical skills. • Good IT skills including MS office (Word, Excel, power point and familiar with project/Primavera)
Job Description	• Assist the client on all matters related to budget, accounts and finance • Notes on project finance • Financial modelling of projects • Assist in engagement and supervision of agencies engaged by Dept. for outreach activities • Assist in preparation of various presentations, reports, etc. as desired by the Authority; • Provide strategic inputs on technical matters relating to projects being undertaken management and its operations. • Review and update the project status being undertaken at different stages executed under concerned Division. • Responsible for compliance to the observation/Para of audit. • Assist to process and finalise the tenders invited at division level. • Assist for drawl of different agreement. • Assist to verify the bill raised by different agencies and finalise for payment in line with the contract condition. • Undertake all activities necessary to fulfil the objective of WATCO. • The Divisional Accounts Officer shall report to the Managing Director, WATCO, and the headquarters shall be at the concerned WATCO Division Office. • Any other works assigned by the Authority.

5. Expected schedule for completing the assignment:

The following is the expected schedule for completing the assignment. If an assignment consists of more than one activity, the target period / date for completing each activity can also be specified.

(To be re-defined/revised from time to time by the Client/WATCO authorities based on exigencies of projects and requirements).

Sl. No	Name of thePersonnel	No. of person
1.	Divisional Accounts Officer	10
	Total Personnel :	10

6. Payment Terms

The payment of professional fees will be made based on their presence and performance on calendar month basis. Payment of professional fees would be made to the agency within two weeks of submission of Invoice backed by Monthly

Progress Reports.

Note: For absence of any professional beyond the acceptable limit of 15 days during the contract period of one-year excluding Govt. holidays, proportionate deduction to be made. However, no professional shall be allowed to avail leave more than two days in any month subject to total such leave availed for any position shall not be more than 15 days during the contract period of one year.

7. Responsibilities of the Client

WATCO shall be responsible for the following:

- i. Providing legacy data, background materials, data, reports, records of previous surveys and so on, to the Agency (mention a caveat about reliability of material provided and the need for Agency to verify and crosscheck vital aspects).
- ii. Providing facilities which will be provided to the Agency by WATCO, say local conveyance, office space, office machines, secretarial assistance, utilities, logistics, transport, other local services etc.
- iii. Any other relevant information specific to proposed study / assignment which is necessary to be furnished to all the bidders.
- iv. Periodic review of preface of individual personnel, which will result in cumulative performance of the selected Agencybased on the mode, method, procedure and format of such for review arrived at in consultation with the authorized representative of the Agency. The client/authority may constitute aAgency Monitoring Committee (CMC). However, in any case, the MD, WATCO shall be the final authority to take on all decisions on the matter.

SECTION - 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER **(ON BIDDER'S LETTER HEAD)**

[Location, Date]

To

The Managing Director

Water Corporation of Odisha (WATCO)

Ground Floor, Unnati Bhawan

Satyanagar, Bhubaneswar, Odisha

PIN – 751007; Telefax: +91-674-2391444

e-mail: watcoodisha@gmail.com/ mdwatcoodisha@gmail.com

Subject: Selection of Chartered Accountant Firms “for Engagement of Divisional Accounts Officer in WATCO.

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. _____, Dated: _____. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **120 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

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

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

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

Yours faithfully,

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH - 2

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

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

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

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

TECH - 3

(On Bidder's Letter Head)

DECLARATION ON CONFLICT OF INTEREST/ ACTIVITIES

The Bidder has to provide here a self-declaration on any conflict of interest/ activities carried out by it which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.

If no, please certify,

I, hereby declare that _____ (name of organization) is not indulged in any such activities which can be termed as the conflicting activities or come under 'conflict of interest' as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (6).**

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

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH - 4

(On Bidder' s Letter Head)

DECLARATION ON BLACKLISTING

The Bidder has to provide here a self-declaration on being blacklisted by any client, which is currently in force)

I, hereby declare that _____ (name of organization)is not blacklisted by any client during its operation/ execution of the assignment/project, which is currently in force.

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

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH -5

BIDDER'S ORGANIZATIONAL PROFILE

Which will help to understand Organization's Strength

(Restrict to maximum 10 (ten) pages only)

TECH -6

BIDDER'S ORGANISATION (GENERAL DETAILS)

Sl. No.	Description	Details
1.	Name of the Bidder / Agency	
2.	Address for communication: Tel : Fax: Email id :	
3.	Name of the Authorized Representative signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4.	Registration / Incorporation Details Registration No: Date & Year. :	
5.	Local Office in Odisha If Yes, Please furnish contact details	Yes / No
6.	Bid Processing Fee Details Amount: DD No.: (Online remittance) Date: Name of the Bank:	
7.	EMD Details Amount: DD No.: (Online remittance) Date: Name of the Bank:	
8.	PAN Number	
9.	Goods and Services Tax Identification Number (GSTIN)	
10.	Willing to carry out assignment as per the scope of work of the RFP	YES
11.	Willing to accept all the terms and conditions as specified in the RFP	YES
12.	Declaration regarding none existence of conflict of interest and discloser on blacklisting as per clause no	

BIDDER'S ORGANISATION DETAILS

13. Proof of agency having at least 5 years of experience of providing Consultancy service

SL No	Year	Details of consultancy project/ Client / date of award.
1	2024-25	
2	2023-24	
3	2022-23	
4	2021-22	
5	2020-21	

B. FinancialDetails:

SN	Year	Consultancy Turnover	Networth as on 31st March for the Financial Year
1.	2022-23		
2.	2023-24		
3.	2024-25		
4.	Avg for 3 years		

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

C. (A) Institutional Strength

(Quality and experience of own Professionals) in following domain areas. Only CVs of Professionals.

C.1: Divisional Accounts Officer.

SN	Name of the Professional	Qualification	Experience	Details of best projects

C. (B): Total Number of personnel as of 31st March, 2025

SN	Class	Nos of Post Graduate persons	Nos of Post Graduate persons	Total persons	Remarks
1	Partner/Proprietor				
2	Professional				
3	Other persons				
	Grand Total:				

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH -7

BIDDER'S PAST EXPERIENCE OF SUCCESSFULLY COMPLETED

Sl. No.	Name of the Client	Name of the Assignment with details thereof	Period of Execution	Contract Value (in INR)	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any with document at PageNo.
A	B	C	D	E	F	G	H
1							
2							
3							

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH -8

BIDDER ORGANISATION (FINANCIAL DETAILS)

Financial Information in INR				
Details	FY 2022-23	FY 2023-24	FY 2024-25	Average
Consultancy Turnover (in Rs. Lakh)				
Supporting Documents: Audited certified financial statements for the last <Nos> FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form) <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH - 09

SUMMARY OF CVs OF (TEN) OWN PROFESSIONAL

Sl. No	Name	Qualification	Domain	Years of Experience	Years with Bidder/ Agency	Marks obtained (To be assigned by the client)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

TECH - 10

CV FORMAT FOR OWN PROFESSIONAL

Format for Curriculum Vitae (CV) of own Professional			
1.	Proposed Position	:	
2.	Name of Firm/ Agency	:	
3.	Name of Personnel	:	
4.	Date of Birth	:	
5.	Years with Firm	:	
6.	Nationality	:	
7.	Education:		
a)	Degree		
	Specialization		
	Year of Passing		
	University		
b)	Degree		
	Specialization		
	Year of Passing		
	University		
c)	Degree		
	Specialization		
	Year of Passing		
	University		
8.	Membership in Professional Associations	:	a)
9.	Other Trainings	:	a)
10.	Countries of Work Experience	:	

11.	Language Proficiency			
		Read	Write	Speak
	English			
	Hindi			
	Odia			
12.	Employment Record			
a)	From		To	
	Name of Client/ Procuring Entity			
	Position held			
	Details of Task Assigned			
b)	From		To	
	Name of Client/ Procuring Entity			
	Position held			
	Details of Task Assigned			
c)	From		To	
13.	Work Undertaken that Best Illustrates Capability to Handle the Tasks to be Assigned			
a)	Name of Project			
	Year			
	Location			
	Name of Client			
	Project Features			
	Position Held			
	Activities Performed			
b)	Name of Project			
	Year			
	Location			
	Name of Client			

	Project Features	
	Position Held	
	Activities Performed	
c)	Name of Project	
	Year	
	Location	
	Name of Client	
	Project Features	
	Position Held	
	Activities Performed	
Certification: I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.		
Signature of Professional with Date:		
Authorized Signatory [full and initial]: Name and Designation with Seal and Date:		

NB: CV write up may be restricted to maximum 10 pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs need to be jointly signed by the proposed professional and the authorized representative of the Bidder

TECH -11

Comments and Suggestions on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client

A. On the Terms of Reference / Scope of Work:

[The Agency needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point, and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

B. On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client with respect to the Scope of Work and Study Implementation]

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

TECH -12

Description of Approach, Methodology and Workplan to Undertake the Assignment

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

A. Understanding of Scope, Objectives and Response to the Terms of Reference

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

B. Description of Approach:

- (i) Key guiding principles for the assignment
- (ii) Approach to Team building
- (iii) Agency-staff/professionals communication matrix
- (iv) Client-staff/professionals communication matrix

C. Methodology to be Adopted :

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- (i) Team mobilization plan
- (ii) Deployment and post deployment plan
- (iii) Resource management plan
- (iv) Staff retention strategy

D. Staffing and Deliverables Matrix:

The bidders should provide (A) an info-graphical representation here about the team structure; and (B) their understanding of the main activities and sub-activities of the key-professionals, and if required, other professionals proposed under the assignment in a result framework matrix/tabular form.

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

SECTION – 5

FINANCIAL PROPOSAL SUBMISSION FORMS

The bidder shall upload the FIN-1 and FIN-2 in PDF format along with the Financial Bid through online.

Please note that the technical bid containing financial information shall be treated as Non-Responsive.

FIN - 1

COVERING LETTER (On bidder's letter head)

[Location, Date]

To

The Managing Director

Water Corporation of Odisha (WATCO)

Ground Floor, Unnati Bhawan

Satyanagar, Bhubaneswar, Odisha

PIN – 751007; Telefax: +91-674-2391444

e-mail: watcoodisha@gmail.com/ mdwatcoodisha@gmail.com

Subject: Selection of Chartered Accountant Firms “for Engagement of Divisional Accounts Officer in WATCO”.

Sir

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

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

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

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

Yours faithfully,

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

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

FIN - 2

SUMMARY OF FINANCIAL PROPOSAL

NAME OF ASSIGNMENT: “Selection of Consultancy firm/ Agency for “Providing Consultancy Services for Programme Management Unit (CA FIRM) in WATCO”

Amount in INR

Sl No.	Position of Consultant	Number of consultants	Rate per Man Month (in Rs)	Total Amount per Year In Rs.
1	2	3	4	7
A				
1.	Divisional Accounts Officer	10		
	Total Nos. of Personnel:	10		
B	Total Amount (Excluding GST):			
	In Words:			
C	GST on Consulting Fee will be paid extra as applicable:			

- Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- Taxes will be paid by the Client as per the applicable rate under GST Act from time to time. Consultancy fee proposed for the assignment shall remain fixed till completion of the contract.
- **Fee should include all expenses including overhead & profit excluding GST.** Ceiling Limit for the Total shall be **Rs.73.44 Lakhs(Excluding GST)**. **Bidder offering higher than above limit shall be liable for rejection and the bidders offering less, below 10% of the upper limit shall also be rejected.**
- Fee offered above shall remain firm and fixed for 2 years of the Contract and shall be subject to escalation @ of 5% per annum thereafter.
- The offered value shall include all cost back-office expenses, Profit, and all expenses for providing laptop and telecom expenses of professionals. Authority shall provide office space, furniture, etc.

- *The numbers of professionals mentioned above can be increased/reduced to any extent based on requirement of the client/authority and successful Bidder shall arrange to deploy such personnel as per same terms of the contract.*

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

ANNEXURE – I

BID SUBMISSION CHECK LIST

(Duly filled in Check List to be placed before Tech-1, in the Technical Proposal)

Sl. No.	Description	Submitted (Yes/No)	Pg. No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	Bid Processing Fee of Rs.10,000.00 + GST@18% Online Remittance Payment Receipt		
4.	EMD Rs. 1,50,000.00- Online Remittance Payment Receipt		
5.	Copy of Certificate of Incorporation / Registration of the Bidder		
6.	Copy of PAN		
7.	Copy of Goods and Services Tax Identification Number (GSTIN)		
8.	Copies of IT Return for the Last 3 Financial Years (2022-23, 2023-24&2024-25,).		
9.	Power of Attorney (TECH - 2) in favour of the person signing the bid on behalf of the bidder.		
10.	Self-Declaration on Potential Conflict of Interest / Activities (TECH- 3)		
11.	Undertaking/Declaration on Not Being Blacklisted (TECH - 4)		
12.	Bidder's Organizational Profile to understand Organization's Strength (TECH -5)		
13.	General Details of the Bidder (TECH - 6)		
14.	List of completed assignments (Past Experience Details) (TECH - 7) along with the copies of work orders for the respective assignments		
15.	Financial Details of the Bidder (TECH -8) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
16.	Summary and Detailed CVs of Ten pro(TECH – 9 and TECH-10)		
17.	Comments and Suggestions on the ToR(TECH – 11)		
18.	Description of Approach, Methodology & Work Plan (TECH - 12)		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY) PACKED SEPARATLEY			
1	Covering Letter (FIN-1)		X
2	Summary of Financial Proposal (FIN-2)		X

UNDERTAKING

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

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

Name:

Designation:

Name of Bidder/Agency:

Postal Address:

Telephone No:

E-mail:

ANNEXURE – II
PERFORMANCE BANK GUARANTEE FORM

To,
The Managing Director
Water Corporation of Odisha (WATCO)
Ground Floor, Unnati Bhawan
Satyanagar, Bhubaneswar, Odisha
PIN – 751007; Telefax: +91-674-2391444
e-mail: mail@watcoodisha.in / md@watcoodisha.in

WHEREAS _____ (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP No____dated _____to undertake the service _____(description of services) (herein after called “the contract”).

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

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

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

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

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

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

discharged of all liabilities under this guarantee thereafter.

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

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank &
Branch

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

ANNEXURE – III

STANDARD FORM OF CONTRACT

(Tentative only, to be finalized in consultation between the client and the selected agency/ bidder based on mutual agreement and the existing provisions in the main RfP).

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of
 - 3. Obligations of the Agency
 - 4. Agency' Personnel and Sub-Agency
 - 5. Obligations of the Client
 - 6. Payments to the Agency
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates in Foreign Currency

Appendix E - Duties of the Client

CONTRACT FOR CONSULTANCY SERVICES

Between

[name of the Client]

and

[name of the Agency]

Dated:

Form of Contract (LUMP SUMP)

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This **CONTRACT** (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of _____, Department of _____, Government of India, (office address), [name of employer] (hereinafter called the “Employer”), of the First Part and, [name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”).

WHEREAS

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

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

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the “Employer”

Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the “Employer” and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the “**Employer**” shall make payments to the Consultant in accordance with the provisions of the Contract.

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

Signed by -----

For and on behalf of the President of India [name of “Employer”] **(Witnesses)** **[Authorized Representative]**

(ii)

In presence of (Witnesses)

(i)

2. For and on behalf of [name of Consultant] **[Authorized Representative]**

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant. **[name of member]**
[Authorized Representative]

[Name of member] **[Authorized Representative]**

II. General Conditions of Contract

• GENERAL PROVISIONS

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

- (i) **“Applicable Law”** means the laws and any other instruments having the force of law in India for the time being.
- (ii) **“Consultant”** means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (iii) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (iv) **“Day”** means calendar day.
- (v) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (vi) **“Foreign Currency”** means any currency other than the currency of the “Employer’s” country.
- (vii) **“GC”** means these General Conditions of Contract.
- (viii) **“Government”** means the Government of India
- (ix) **“Local Currency”** means Indian Rupees.
- (x) **“Member”** means any of the entities that make up the joint venture/**consortium**/ association; and “Members” means all these entities.
- (xi) **“Party”** means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (xii) **“Personnel”** means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and **“Key Personnel”** means the Personnel referred to in Clause GC 4.2(a).
- (xiii) **“Reimbursable expenses”** means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (xiv) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (xv) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (xvi) **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (xvii) **“Third Party”** means any person or entity other than the “Employer”, or the Consultant.
- (xviii) **“In writing”** means communicated in written form with proof of receipt.

1.2 **Relation between the Parties**

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

1.3 **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 **Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 **Headings**

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

1.6 **Notices**

1.6.1 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 mail, telegram or facsimile to such Party at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 **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. whether in Government's Country or elsewhere, as the 'Employer' may approve.

1.8 **Authority of Lead Partner**

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.9 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the 'Employer' or the Consultants may be taken or executed by the officials specified in the SC.

1.10 **Taxes and Duties**

The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. **Authority shall reimburse only Goods and service tax (GST) as applicable on production of project specific proof of payment of GST.**

1.11. Fraud and Corruption

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

- (i) **"corrupt practice"** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) **"fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) **"collusive practices"** means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non- competitive levels;
- (iv) **"coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.12. Measures to be taken by the Employer

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

1.13. Commissions and Fees

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

2. Commencement, Completion, Modification & Limitation of CA FIRM Liability of Contract

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the 'Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the 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 shall be specified in the SC, either Party may, **by not less than four (4) weeks' written notice to** the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have

any claim against the other Party with respect hereto.

2.3 **Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 **Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be 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 statement, representation, promise or agreement not set forth herein.

2.6 **Modification or Variations :**

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

(b) In cases of substantial modifications or variations, the prior written consent of the Employer 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, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include
(i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor
(ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 **No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (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 event 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 notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either: demobilize; or continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8

2.8. Suspension

The 'Employer' may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the 'Employer'

The 'Employer' may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1, terminate this Contract.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Consultant, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".

- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days’ written notice to the ‘Employer’, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2, terminate this Contract:

- (a) if the ‘Employer’ fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the ‘Employer’ 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 Consultants may have subsequently approved in writing) following the receipt by the ‘Employer’ of the Consultants’ notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the ‘Employer’ fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) the Consultants’ obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- (iv) Any right which a Party may have under the Applicable Law

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the ‘Employer’, the Consultants 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 'Employer' shall make the following payments to the Consultants :

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" 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 Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within Thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant 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. Obligation of the Consultants

3.1 General

3.1.1. Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods" The Consultants shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the 'Employer', and shall at all times support and safeguard the 'Employer's legitimate interests in any dealings with Sub-consultants or Third Parties.

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

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

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

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

3.2.3 Consultants and Affiliates Not to engage in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.4 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract:

3.3 Confidentiality

Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants’ liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the 'Employer', insurance against the risks, and for the coverages, as shall be specified in the SC, and (ii) at the 'Employer's request, shall provide evidence to the 'Employer' showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, 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 “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.7 Consultants' Actions Requiring 'Employer's Prior Approval

The Consultants shall obtain the 'Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C;
- (b) **Subcontracts** : the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the

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

- (c) any other action that may be specified in the SC

3.8 Reporting Obligations

The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM and/or Pen drives in addition to the hard copies specified in said Appendix.

3.9 Documents Prepared by the Consultants to be the Property of the ‘Employer’

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

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

3.11 Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS AND OR ASSOCIATES

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already

been approved by the 'Employer's his/her name is listed as well.

- (b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the 'Employer', provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the 'Employer'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 'Employer' and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract. This will be explicitly mentioned in the agreement

4.3 **Approval of Personnel**

The **Key Personnel** and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" 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 "Employer".

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

- (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the "Employer" (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 Consultant shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been

payable to the Personnel replaced

4.5 **Resident Project Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the 'Employer', shall take charge of the performance of such Services.

5. **Obligations of the 'Employer'**

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the 'Employer' shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (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 Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Changes in the Applicable Law**

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

5.3 **Services, Facilities and Property of the 'Employer'**

(a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

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

5.4 **Payment**

In consideration of the Services performed by the Consultants under this Contract, the 'Employer' shall make to the Consultants such payments and in such manner as is provided by **Clause GC 6** of this Contract.

5.5 Counterpart Personnel

- (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E
- (b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. Payments to the Consultants

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

6.1. 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].

6.2. Terms of Payment:

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

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC 13.
- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (c) **Final Payment :** The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall

be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” 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 Employer after submission by the consultant and the consultant has made presentation to the CMC/Employer (Mention this if presentation is required) with /without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’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 Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant 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 Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:
- (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
- (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

6.3. Interest on Delayed Payments

If the ‘Employer’ has delayed payments beyond fifteen (15) days after the due date stated in the SC, no interest shall be paid to the Consultants.

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 Employer and the Consultant, 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 Employer and the Consultant, 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 Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

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

provisions of this Contract.

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

9.1 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant 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 Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [10]% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/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/Consultant shall at all times indemnify and keep indemnified the Employer/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/Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant. The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

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/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

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. Client": Attention : Facsimile :
		2, Agency: Attention : Facsimile :
2.	1.7	{Lead Partner is [insert name of member]} Note: If the Agency consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Agency consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
3.	1.8	The Authorized Representatives are: For the "Client": For the Agency:
4.	2.1	{The effectiveness conditions are the following: [insert conditions]} Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Client, "Client's" approval of Agency's proposals for appointment of specified key staff members, effectiveness of Client Loan, receipt by Agency of advance payment and by "Client" of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.
5.	2.2	The time period shall be Three Months .
6.	2.3	The time period shall be 30 days from the Date of issue of LoA .
7.	2.4	The time period shall be 12 Months
8.	3.4	Limitation of the Agency' Liability towards the "Client" {Note: Proposals to introduce exclusions/limitations of the Agency' liability under the Contract should be carefully scrutinized by Clients/"Client's. In this regard the parties should be aware of the Client's policy on this matter which is as follows: 1. If the Parties agree that the Agency' liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC.

		2. If the Parties wish to limit or to partially exclude the Agency' liability to the "Client", they should note that, to be acceptable to the Client, any limitation of the Agency' liability should at the very least be reasonably related to (a) the damage the Agency might potentially cause to the "Client", and (b) the Agency' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Agency' liability should not be limited to less than a multiplier of the total payments to the Agency under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Agency are liable only for the re-performance of faulty Services is not acceptable to the Client. Also, the Agency' liability should never be limited for loss or damage caused by the Agency' gross negligence or willful misconduct.
9.	3.5	The risks and the insurance coverage shall be as follows: (Note : Delete/modify whichever is not applicable) (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Agency or its Personnel or any Sub-Agency or their Personnel, with a minimum coverage of [insert amount and currency]; (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; (c) Professional liability insurance to cover the Client against any loss suffered by the Client due to the professional service provided by the Agency, with a minimum coverage of [insert amount and currency]; (d) Workers' compensation insurance in respect of the Personnel of the Agency and of any Sub-Agency, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services, by theft, fire or any natural calamity. Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted:

		{taking any action under a civil works contract designating the Agency as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the “Client” as “Client” is required.}
10.	4.6	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} Note: If there is no such manager, delete this Clause SC 4.6.
11.	{5.1}	Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.
12.	6.1(b)	The ceiling in local currency is: [insert amount and currency]
13.	6.3	[Delete whichever is not applicable]

1. For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

14.	8.3	The Arbitration proceedings shall take place in (indicate name of the city) in India.
-----	-----	---

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

Binding signature of Contractor Signed by _____
(for and on behalf of _____ duly authorized vide Resolution
No. _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

1.

2.

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule)

APPENDIX D – TOTAL COST OF SERVICES IN INR

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - RESPONSIBILITIES OF THE “CLIENT”

(Include here the list of Services, facilities and property to be made available to the Agency by the “Client”).

ANNEXURE – IV

PROCEDURE UNDER E-TENDERING

INSTRUCTIONS TO APPLICANTS ON E-TENDERING

DEFINITIONS:

- a) **Tender portal:** The e-Procurement Portal of Government of Odisha introduced for the process of e-Tendering which can be accessed on <https://www.tendersorissa.gov.in/https://tendersodisha.gov.in>
- b) 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.
- c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal (“RFP”).

1. PARTICIPATION IN BID:

1.1 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.

- 1.2 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

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

2. **LOGGING TO THE PORTAL:**

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

3. **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.

4. **CLARIFICATION ON BID:**

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid / Procurement Officer-Publisher will clarify queries related to the tender.

5. **PREPARATION & SUBMISSION OF BID**

5.1 Detailed RFP may be downloaded from Tender Portal for detail study and preparation of his bid and the Application may be submitted online following the instructions appearing on the screen.

5.2 The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the Tender Portal)

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of JV;
- (c) Copy of Memorandum of Understanding between JV partners, if applicable.
- (d) Copy of Memorandum of Understanding with Associate, if applicable.
- (e) Firms credentials as per format prescribed in SECTION-3 OF RFP.
- (f) Technical proposal as per format prescribed in SECTION-4 OF RFP
- (g) **Cost of RFP Document- Rs. (Rupees only)** to be remitted online during uploading of bid; and
- (h) **Bid Security of Rs. (Rupees only)** to be remitted online during uploading of bid.
- (i) Financial proposal as per format prescribed in SECTION-5 OF RFP.
- (j) Other documents as per requirement of RFP.

5.3 The Applicant shall upload scanned copies of the documents as specified in 5.2(A) above on the Tender Portal in designated locations of Technical Proposal and Financial Proposal before 17:00 hours Indian Standard Time on the Application due date i.e. on _____ (date to be specified).

5.4 It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.

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

- 5.6 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.
- 5.7 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.
- 5.8 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.
- 5.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender
- 5.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 5.11 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 5.12 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 5.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Financial Proposal duly filled in.
- 5.14 The Bidder will not be able to submit his bid after expire 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.

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 name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

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

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

- 8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.
- 8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 8.4 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.
- 8.5 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.

9. OPENING OF THE BID:

- 9.1 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.
- 9.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.
- 9.3 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.
- 9.4 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.
- 9.5 Combined bid security for more than one work is not acceptable.

10. EVALUATION OF BIDS:

- 10.1 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”.
- 10.2 The bidder may be asked in writing/ online 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.
- 10.3 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.
- 10.4 The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders.
- 10.5 The Procurement Officer-Evaluators; will evaluate bid and finalize list of responsive bidders.
- 10.6 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.
- 10.7 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
- 10.8 At the time of opening of “Financial Bid”, bidders whose technical bids were found responsive will be opened.
- 10.9 The responsive bidders’ name, bid prices will be announced.
- 10.10 Procurement Officer-Openers shall sign on each page of the downloaded Financial Proposal and the Comparative Statement and furnish a certificate to that respect.
- 10.11 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.
- 10.12 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer / Head of Department.

11. NEGOTIATION OF BIDS:

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.

12. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 12.1 The Authority 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 Authority will pay the Agency in consideration of execution & completion of the job by the Agency as prescribed by the contract & the amount of 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.
- 12.2 The Agency after furnishing the required acceptable performance security “Letter to Proceed” or “Work Order” shall be issued by the Authority.

DISCLAIMER

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

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 into Treasury) after taking the amount as a revenue receipt in their Cash Book under 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 Tender inviting 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 XML file 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 a day.
- 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 organisations 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 authorised 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.

[For any Technical related queries please call at Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha – 1800 3456 765, 0674-2530998, 2530996]

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, 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 within two working days of receipt of instruction from TIA.
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction. II. In case of forfeiture of Earnest Money deposit on submission of bids, 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 within two working days of receipt of instruction from TIA.