

**Orissa Industrial Infrastructure Development Corporation
(A Govt. of Orissa Undertaking)**

INVITES

REQUEST FOR PROPOSALS

FOR

**CONSULTANCY SERVICES
FOR ARCHITECTURAL PLANNING,
STRUCTURAL DESIGN & PROJECT MANAGEMENT SERVICES
FOR CONSTRUCTION OF IT / ITES CORPORATE TOWER OF IDCO
AT CHANDAKA INDUSTRIAL AREA, PATIA, BHUBANESWAR, ORISSA**

TECHNICAL BID

May, 2010

**Orissa Industrial Infrastructure Development Corporation (IDCO)
(A Government of Orissa Undertaking) IDCO Towers, Janpath,
Bhubaneswar - 751022**

SECTION - 1

LETTER OF INVITATION

No. IDCO/P&C/

Date:

M/s _____

REF : HO. : S&I / 205 / 2009 / 12557 Dated 23.06.2010

NAME OF THE WORK: CONSULTANCY SERVICES FOR ARCHITECTURAL PLANNING, STRUCTURAL DESIGN & PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF IT / ITES CORPORATE TOWER AT CHANDAKA INDUSTRIAL AREA, PATIA , BHUBANESWAR, ORISSA.

We forward herewith RFP Documents consisting of Technical & Financial Bid, for participating in this Bid.

Demand Draft/ pay order No _____ dated _____ for Rs.10,000/- may please be enclosed as the cost of tender document in shape of DD/BC/PAY ORDER falling which your proposal will be rejected.

More details on the services are provided in the attached Terms of Reference.

The RFP includes the following documents:

- | | |
|------------|--|
| Section 1: | Letter of invitation |
| Section 2: | information to Consultants including
Data Sheet and Evaluation Criteria |
| Section 3: | Terms of Reference |
| Section 4: | Technical Proposal.
Standard Forms |
| Section 5: | Financial Proposal .
Standard Forms |
| Section 6: | Standard Form of Contract |
| Section 7: | General Condition of Contract |

Thanking you,

Yours faithfully,

HEAD – S&I, PMU

Orissa industrial infrastructure Development Corporation
(A Government of Orissa Undertaking)
IDCO Towers, Janpath, Bhubaneswar . 751022
Phone: (0674) 2542689
Fax: (0674) 2540749/ 2542956
Email: mis@idco.in

DISCLAIMER

1. The Consultant Firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in Section 3.7, it shall be deemed that the RFP Document is complete in all respects and Consultant Firm is satisfied.
2. Neither ORISSA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (IDCO), BHUBANESWAR nor their employees nor their consultants will have any liability to any prospective Consultant Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of IDCO, ORISSA or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
3. IDCO reserves the right to reject any or all of the Application submitted in response to this RFP document at any stage without assigning any reasons whatsoever. IDCO also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
4. IDCO reserves the right to change/ modify/amend any or all of the provisions of this RFP Document before opening of bids. Such changes shall be notified to all the short listed applicants by IDCO, ORISSA who have been provided the bid document.

SECTION 2

INFORMATION TO CONSULTANTS

- 1.1 Orissa Industrial Infrastructure Development Corporation (IDCO), a statutory Corporation of Government of Orissa, henceforth referred as Client, will select a consultant in accordance with the qualification criteria indicated in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal (henceforth referred to as Proposal or Proposals), in separate sealed covers for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Firm.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Terms of Reference. The performance of the contract under each phase must be to the client's satisfaction before the work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. Any additional information / clarifications required for preparing the bid can be sought from client as specified in the Data Sheet.
- 1.5 The Client will provide the inputs specified in the RFP, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 The costs of preparing the proposal and of negotiating the contract, including a visit to the Site or Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.
- 1.7 Client policy requires that the Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
 - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

During the selection and execution of the contract the Client observes and also expects the Consultants to observe highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultants during the selection process or the execution of the contract.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract;
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the client in accordance with the above sub para 1.8 (d).
- 1.10 Consultants shall furnish information as described in the financial proposal submission form (Section 5A).
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

- 2.1 Any request for clarification must be sent in writing by FAX/POST to the address indicated in the Data Sheet, the Client will respond to such requests and will issue a consolidated clarification of the query, but without identifying the source of inquiry which shall be kept on its official web site of IDCO mentioned in the Data sheet and Consultants are advised to go through such clarifications before submitting the proposals which will be binding on all Consultants submitting the proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the RFP documents by amendment. The amendment, if any, shall be issued through an addendum which shall be kept on its website at the official web site of IDCO mentioned in the Data sheet. The Consultants are advised to go through such clarifications before submitting the proposals. The Addendum will be binding on all Consultants submitting the proposals. The Client may, at its discretion extend the deadline for the submission of Proposals. The Client also reserves the rights, without any obligation or liability, to accept or reject any or all the Proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary the terms and conditions at any time without assigning any reason thereof.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit the **technical and a financial proposal kept separately in two envelopes and both envelopes put inside one mailing envelope**. The proposal shall be written in English language.

3.1.1 **Technical Proposal**

- i). Consultants are expected to examine all terms and instructions included in the Document. Failure to provide requested information will be at their own risk and may result in rejection of their proposal.
- ii). During preparation of the **technical proposal** bidders must give particular attention as specified in **Data Sheet** to the following:
 - a) Bidders must provide information as per the Data Sheet.
 - b) Majority of the professional staff proposed may preferably be employees of the firm, unless otherwise indicated in the Data Sheet.
 - c) No alternative to professional staff to be proposed and only one C.V. may be submitted for each position;
 - d) A good working knowledge of English Language is essential for key professional staff on this assignment.
 - e) All reports must be in English Language.

3.1.1.1 The Technical proposal should contain following information using strictly the attached Standard Forms (Section 4) only failing which the proposal may be summarily rejected:

- i. A brief description of the consultant's organization, an outline of recent experience on assignments of a similar nature must be provided clearly indicating and establishing the Firm's eligibility specified in the advertisement. For each assignment, the outline should indicate, inter-alia, the profiles and names of the staff provided, duration of the assignment, details of services rendered, contract amount, the year of work and firm's involvement. Similar details for each of Consortium Member/ associates should be furnished.
- ii. Any comments or suggestions on the Terms of Reference.
- iii. A description of the methodology and work plan for performing the assignment.
- iv. The list of the proposed staff team, specialty the tasks that would be assigned to each staff team member, and their timing.
- v. CVs key professional staff and the authorized representative submitting the proposal should include information such as number of years working for the firm / entity, and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Staffing and Activity schedules as prescribed in form.
- vii. Any additional information requested in the Data Sheet.

3.1.1.2 Concept proposal to include Land use Plan, Elevation of Building, Typical Floor Plan and preferably a 3D View of Building along with Project cost including the cost major components and specification of items for better understanding of project components form the part of the Technical proposal. Drawings to be in A2 size Sheets only (One set to be provided) . This will be the property of IDCO and no case same will be returned to the Bidder/ Consultant.

3.1.1.3 The Technical Proposal if reflects the financial proposal or accompanies financial proposal in the same cover, shall be summarily rejected.

3.1.1.4 **Technical Bid evaluation will be followed by the Presentations by the bidders of Three best proposals before opening of Price bids of the best proposals.**

3.1.2 Financial Proposal

- i. The financial proposal shall include all **costs associated with the assignment including Project Management Services that is required for the project.**
- ii. The Financial Proposal should follow Standard Forms (Section 5). The contract shall be finalised on lump sum basis. However, the details furnished in Section-4 will form the basis of evaluation and comparison of the financial bid.
- iii. The financial proposals shall be prepared to cover the tasks mentioned in the TOR and also the tasks required to be carried out in order to meet the objectives and the Consultants are required to quote lump-sum fees.. The lump- sum fees should include all costs, out-of-pocket expenses excluding Service **Tax. Service Tax will be paid extra as applicable.**
- iv. Costs shall be expressed in Indian Rupees.
- v. Payment for the consultancy services shall be made as per the payment schedule mentioned in the TOR.
- vi. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to meet the other requirements for client to complete the process of evaluation. Expenses if any , during this period has to be borne by the consultant.

4, SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4..1 The original Proposal shall be prepared in indelible ink. It shall contain no inter- lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.1 An authorized representative of the consulting firm shall initial all pages of the Proposal. The representative's authorization is confirmed by a Power of Attorney accompanying the Proposal.
- 4.2 For each Proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original Proposal would govern.
- 4.3 The Consultant shall furnish a **proposal security** as mentioned in the Data sheet. The Proposal including the Proposal Security amount shall remain valid for acceptance by IDCO for the period as specified in the Data sheet. In case of need, IDCO may request the Applicants to extend the period of validity of their proposal security on the same terms and conditions and the Applicants shall have the right to refuse such further extension with sufficient reasons.
- 4.4 The Consultant shall enclose the **Bid document Fee of Rs. 10,000/-** drawn in favour of "Orissa Industrial Infrastructure Development Corporation" payable at Bhubaneswar, and should submit the same along with their Technical Bid before the scheduled date & time of submission of offers as mentioned in the RFP. (Request For Proposal).
- 4.5 If the Consultant, who has received the RFP document, does not submit the prescribed Bid Document fees along with the Technical/ Commercial bid, then his tender would be rejected outright. Similarly bids not accompanied with PROPOSAL SECURITY with Technical bid, will be out rightly rejected and their price bid shall not be opened.

- 4.6. Consultants shall submit the Proposal document duly signed and stamped on all pages of the submitted documents including the issued RFP document.
- 4.7. The original and all copies of the Technical Proposal shall be placed in a sealed envelope (**Envelope – I**) clearly marked “**Technical Proposal**” including the concept Plan and Estimate, the original and all copies of the Financial Proposal shall also be placed in a sealed envelope (**Envelope – II**) clearly marked “**Financial Proposal**” and warning : “**Do Not Open with the Technical Proposal.**” The sealed envelopes should also bear the name of the firm . Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name & Address of Firm and clearly marked on top, “**Consultancy services for Architecture planning, Structural design and Project Management Services for IT / ITES Corporate Tower of IDCO at Chandaka Industrial Area, Patia, Bhubaneswar**”
- 4.8. The completed. Proposals to be submitted through **POST only**. Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. No proposal shall be received by the Client after the closing time. No hand delivery will be entertained.
- 4.9. The proposal must be valid for the number of days stated in the Data Sheet from the last day of submission.
- 4.10. The proposal should be submitted in hard bound form with page numbering and index.
- 4.10.1. **Technical Proposal shall be opened first by the Evaluation Committee followed by opening of Concept Plan of the technically qualified bidders. The Financial Proposal shall remain sealed until Three best concepts are selected. Client, if required shall invite the consultant of three best proposals for presentation before a committee. There after the Financial bids of the firms of three best proposal shall only be opened in presence of these bidders or their representative.**
- 4.11. The following documents are required to be submitted along with the Technical Bid.
- a. Copies of the Experience/completion certificate in support of the qualifying parameters, for the similar work executed during the last five financial years, duly attested by Government Notary/ Gazetted Officer.
 - b. Attested copy of the Audited Balance Sheet/ Profit and loss account duly certified by Chattered Accountant with his membership number clearly specified in support of the qualifying parameter of minimum Annual Financial year (2005-06, 2006-07, 2007-08).
 - c. Attested copy of the valid registration with the council of architecture.
 - d. Attested copies of Income Tax return/ IT assessment orders for the financial years (2006-07, 2007-08, and 2008-09).
 - e. Attested copy of PAN CARD.
 - f. Attested copy of Service tax registration.
 - g. Name and detail of Team proposed with their CV.
 - h. Approach and Methodology to carryout the project
 - i. Company brochure.
 - j. Concept plan along with Estimate.

All documents along with the financial proposal must reach in the following address through Speed Post, Registered Post or Courier Post only by given date and time at their own cost and risk. NO HAND DELEVERY IS PERMITTED.

**Head – S&I ,PMU
IDCO, IDCO Towers, Janpath,
Bhubaneswar-751022,
Orissa**

- 4.12. No separate communication regarding verification of documents will be issued to the Bidders.
- 1.13. Bidders will be required to fill and attach relevant documents as given in the Statement of Credentials. Technical qualification of Bidders shall be based on the details filled in the documents enclosed in support of the same. Offers of parties not meeting any of the relevant qualification norms given above and/ or not submitting any of the qualifying documents given in the statement of credentials are liable for rejection.
- 4.13.1 PROPOSAL SECURITY of the Consultants qualified in Technical Bid not successful in Price Bid stage shall be released as soon as work order is accepted by the successful party.
- 4.14. Bidders are not to quote any counter conditions and shall strictly adhere to the terms and conditions of the tender. Offers received with conditions are liable for rejection.
- 4.15. Bidders at their own cost may visit location and familiarize themselves regarding the scope of work and site conditions before quoting the offer.
- 4.16. **VALIDITY OF PROPOSAL- Bidders shall keep the offer open for a period of six months from the date of opening of Bid.**
- 4.17. Negotiations will not be conducted with the bidders as a matter of routine; however corporation reserves the right to conduct negotiations.
- 4.17.1 Bidders will have to attend the concerned office of the Corporation for negotiations at their own cost. .
- 4.18. The selection of the party is also subject to their satisfactory performance of the past works carried out with IDCO and other organizations, availability of various infrastructure and other adequate resources like technically qualified personnel etc.
- 4,19. The decision of IDCO to accept or reject any offer of a party shall be final. In this regard, no correspondence shall be entertained by IDCO.
- 4.20. In the event of the Corporation's office remaining closed on the scheduled dates for any unforeseen reason, the offer shall be received up to 15.00 hrs on the next working day of the Corporation.
- 4.21 .The corporation shall not entertain any complaint as to the fact that the bidders were not aware of the exact next working day and it is the responsibility of the Consultants to find out from the office of the Corporation such details.
- 4.22. SPECIFIED PROPOSAL SECURITY & BID DOCUMENT FEE should be paid separately and exclusively for this tender, any request for adjustment of PROPOSAL SECURITY from the pending bills from previous PROPOSAL SECURITY / SD or from any other amount lying with Corporation will not be considered.
- 4.23. Cost of preparation and submission of Bids.
The bidder shall prepare the offer at their own risk and shall bear all time cost of preparing and submitting offers, as well as all other cost for the work and OWNER shall take no liability for these cost.
- 4.24. Each bidder can submit only one bid for one package.
- (a) It is clarified that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/ or in partnership or association of persons format and a company format.

- (b) A person shall be deemed to have submitted bid in partnership format or in association of persons format if he is a partner of the firm which as submitted a bid.
- (c) A person shall be deemed to have submitted bid in a company format if the person holds or is a Director of the company which has submitted a bid, or holds of voting share and/ or is a Director of holding company which has submitted the bid.

5. PROPOSAL EVALUATION

- a. The evaluation committee appointed by the **Client** will carry out its evaluation applying the evaluation criteria and point system specified in the *Data Sheet*. Each responsive proposal will be attributed a technical score.
- b. The Technical proposals shall be evaluated first on the basis of the following Eligibility Criteria:
 - i. The Firm must have been rendering Consultancy service in same name and style for last five years.
 - ii. **The Average Annual turn over of the firm should not be less than 500 lakhs** (from Architectural planning , design and Project Management consultancy services only) **during last three years.**
 - iii. The firm should place appropriate Technical professional having required experience for the project.
 - iv. The firm should have an office at Bhubaneswar or provide an undertaking that he would open a office for carrying out the project at Bhubaneswar after award of the work.
 - v. **Experience in preparation of Architectural and Engineering Design of structure for at least 2 major building projects during past five years involving built-up area of building not less than 10,000 sqm. in each case ,**
 - vi. **Experience in preparation of Architectural and Engineering Design of structure for at least one IT building projects during last five years of built-up area not less than 15,000 Sqm .**
 - vii. Consultant should have adequate experience in **Building project management consultancy of work**. The consultancy work could be for number of building projects. But in any case the cumulative value of projects should not be less than **Rs. 100 Crore**. during last 5 years.

The Proposals shall be evaluated applying the evaluation criteria, sub-criteria specified in the Data Sheet. Each responsive proposal will be given a Technical Score (TS). A proposal shall be rejected at this stage, if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score **70 Points**.

- i. The bidders are required to clearly establish their eligibility as per detailed information enclosed with Technical Proposal Submission Form
 - ii. Evaluation of **Technical proposals** also includes evaluation of **Concept Plan and Estimate** of the **short listed firm** .
 - iii. Three best Concepts selected out of the short listed bidders / consultants may further be asked to give presentation at IDCO Corporate Office, Bhubaneswar. Consultants / Bidders in such case shall have to bear all their personal expenses towards this presentation.
 - iv. Financial Proposals shall not be opened until the technical evaluation is concluded and approved by IDCO's authorities.
- c. Opening and Evaluation of Financial Proposals**
- i. On completion of evaluation of Technical Proposal ,Client shall notify the qualified consultants indicating the date and time set for opening the Financial Proposals.

The notification may be sent by registered letter, cable, facsimile, and electronic mail or by courier.

- ii. The Financial Proposals shall be opened in the presence of the consultants' representatives who choose to attend. The Evaluation Committee will examine whether the Financial Proposals are complete and decide the most successful bidder.
- iii. The firm having adjudged most suitable among all applicants will be invited for negotiations.
- iv. From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, they should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion on the Technical Proposal and Financial Proposal within the given TOR.
- 6.3 The financial negotiations will include negotiation on lowest financial proposal, clarification (if any) and will reflect the agreed technical modifications in the cost of services.
- 6.4 Having selected the firm on the basis of lowest financial proposal, among other things, an evaluation of proposed key professional staff will be made and Client expects to negotiate a contract on the basis of the experts named in the Proposal. **Before contract negotiations, the Client will require assurances that the experts will be actually available.**
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the consulting firm will sign the agreed contract. **If negotiations fail, the Client will have the right to invite the firm whose proposal received the second most suitable cost .**

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following the negotiations. After negotiations, upon acceptance of Letter of Intent (LoI) issued to the successful bidder, Client will return the Proposal security to the unsuccessful bidders.
- 7.2 **Upon award of the contract, the Consultant shall deposit 5% of the Contract price as performance security. The Performance security shall remain valid up-to 45 days beyond the stipulated completion period. In case Time extension is granted by IDCO, the Consultant shall have to extend the period of validity of the performance security for equivalent extension period. Amount of Performance security shall be in shape of demand draft drawn on any Nationalize Bank only and payable at Bhubaneswar or in shape of a Bank Guarantee in the prescribed format from any Nationalized Bank in favour of "Orissa Industrial Infrastructure Development Corporation".**
- 7.3 The firm is expected to commence the Assignment as per the date of commencement of LoI .

8. CONFIDENTIALITY

- 8.1 **Information relating to evaluation of proposals and recommendations concerning**

award of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning consulting firm is notified on award of contract.

DATA SHEET

SI No.	Description
1	<p>Name of the Client : Orissa Industrial Infrastructure Development Corporation (IDCO)</p> <p>Method of selection : Lowest price bid among technically qualified bidders.</p> <p>Type of Contract : Percentage basis on Estimated Project Cost of Rs. 40.00 crores.</p>
2	<p><i>Financial Proposal to be submitted together with Technical Proposal:</i> <i>Name of the assignment is:</i> Consultancy services for architectural planning, structural design & project management services for construction of IT / ITES Corporate Tower of IDCO at Chandaka Industrial Area, Patia, Bhubaneswar, Orissa.</p>
3	<p>Address to seek clarification: Head – S&I, PMU Orissa industrial infrastructure Development Corporation (A Government of Orissa Undertaking) IDCO Towers, Janpath, Bhubaneswar . 751022 Phone: (0674) 2542689, Fax: (0674) 2540749/ 2542956 Official web site: www.idco.in</p>
4	<p>Last Date of sale / Down load of Bid 10.07.2010 Bid document is also available in Official web site: www.idco.in</p>
5	<p>Proposals must remain valid 180 days from the date of Opening of Technical bid</p>
6	<p>Consultant must submit the original and one copy of the Technical Proposal. The original Technical proposal shall contain Concept design and Estimate . Financial proposal shall be kept separately.</p>
7	<p>Amount of proposal security: Rs.4.00 lakh in shape of demand draft payable at Bhubaneswar or in shape of a Bank Guarantee in the prescribed format from any Nationalized Bank in favour of "Orissa Industrial Infrastructure Development Corporation". and valid up to 45 days beyond the validity of the proposal.</p>
8	<p>Proposals must be submitted no later than the following date and time: i.e. 26.07.2010 upto 16.00 hr by post only. The Proposal submission address is: Head – S&I, PMU Orissa Industrial Infrastructure Development Corporation IDCO Tower, Janpath, Bhubaneswar-751 022, ORISSA STATE</p>
9	<p>For the purpose of quoting the rates in percentage in the Price Bid, the project cost be considered as RS. 40.00 Crore</p>

Qualification of Proposed Man power:

Sl no	Position	Key Qualification
Manpower for Project Management Consultancy Services		
1.	Team Leader (Full Time)	A Qualified Engineering Graduate / Graduate Architect with 25 yrs. of experience in the field of construction and 10yrs. specific experience in conceptualization and implementation of major Building projects. Must have carried out at least two similar projects in capacity of Team Leader or Principal Civil Engineer having experer in planning using software.
2.	Architect (Part Time)	A Council of Architecture and ITPI registered Architect with 10 yrs. of specific experence in planning of major buildings. Must have carried out at least two similar projects in capacity of Lead Architect or Principal Architect in last 5 years.
3.	Structural Engineer (Part Time)	A Qualified Civil Engineering Graduate with Master in Structural Engineering and having experience of at least 10 years in structural designing of multi-storey frame structures using STAAD..
3.	Building Engineer (Full Time)	A Qualified Civil Engineering Graduate with 10 yrs. specific experence in executing multi-storeyed framed structure. Must have carried out at least two similar projects in capacity of Building Engineer in last 5 years and good knowledge in Project Planning and Monitoring and experer to PRIMAVER 6.0 software.
4.	Quality supervisor (Full Time)	A Qualified technical person having worked in Quality Control Laboratory in with specific experence in carrying out quality control assignment. . Minimum experence of 3 years in in quality control
5.	Site Engineer (Electrical) (Full Time)	A Qualified Electrical Diploma Engineer with specific experence in planning and installing AC Plant, Fire Fighting system for major building project. Must have carried out at least two similar projects in the identical capacity in last 5 years.
6.	Site Engineer(civil) (Full Time)	Qualified Civil Diploma Engineer having worked in field in supervising of Civil. P.H and Water supply works

Evaluation criteria are:

<i>CRITERIA</i>			
I	Specific Experience of the Consultants related to the Assignment		
	(i)	Experience in Building sector Project : [2 Projects- full marks]	
	(ii)	Experience in IT related major Building Project : [1 projects full mark]	
	(iii)	Experience in project management consultancy – 3 Project [Full Mark]	
	(iv)	Experience in project management consultancy – 2 Project [50 % Mark]	
	(v)	Experience in project management consultancy – 1 Project [25 % Mark]	
	(vi)	No experience in Project Management - will be considered disqualified in Technical Bid Evaluation	
II	Adequacy of the proposed work plan and methodology		
	(a)	Understanding of the Objectives and Project appreciation and Comments on TOR	
	(b)	Methodology	
	(c)	Organization staffing & Work Program	
III	key staff of the Assignment		
	During DPR phase		
	Consultant will make available the following personnel in DPR stage for discussion		
	<ul style="list-style-type: none"> • Architect\ • Structural Engineer • Contract specialist • Electrical & HVAC Experts • Water Supply and P.H Expert 		
	B. During Supervision phase		
	Team	Number	Man month
	Team leader / Project Manager	1	18
	Building Engineer (Planning, all construction activities, Contract and Quality monitoring)	1	18
	Architect (part time upon requirement)	1	18
	Structural Engineer (part time on requirement)	1	18
	Quality Supervisor	1	18
	Site Engineer (for Civil & PH)	1	18
	Site Engineer Electrical	1	18
IV	Other requirement		
	Annual Turn over : Minimum Rs. 100 (One hundred) crores.		
V	Full fledged Office at Bhubaneswar		

9.0 **The firm is expected to commence the Assignment on 15th day from furnishing the Performance security and signing of the Contract**

SECTION 3
TERMS OF REFERENCE

CONSULTANCY SERVICES
FOR
ARCHITECTURAL PLANNING,
STRUCTURAL DESIGN & PROJECT MANAGEMENT SERVICES
FOR CONSTRUCTION OF IT / ITES CORPORATE TOWER OF IDCO
AT CHANDAKA INDUSTRIAL AREA, PATIA, BHUBANESWAR, ORISSA

**CONSULTANCY SERVICES
FOR
ARCHITECTURAL PLANNING, STRUCTURAL DESIGN & PROJECT MANAGEMENT SERVICES FOR
CONSTRUCTION OF IT / ITES CORPORATE TOWER OF IDCO AT CHANDAKA INDUSTRIAL AREA, PATIE,
BHUBANESWAR, ORISSA**

TERMS OF REFERENCE

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1. BACKGROUND

1.1. The Site

The proposed site for construction of this high rise building is located in Chandaka Industrial area near KIIT University , PATIA, BHUBANESWAR and is appx. 5.0 Km from Jaydev Square i.e. nearest NH-5 location. . The total area of the plot is Ac. 3.472

The entry to the plot is from 4-lane road running in front of KIIT University and passing through a 120 ft road that branches out from this 4-lane road at right angle in south ward direction . The plot is adjacent to the proposed NIFT , Bhubaneswar. The 3.472 Ac. Land is having wide frontage and facing to East on 120 ft. wide road .

The ground is almost flat and gradually slopping towards south side. It has presumably laterite soil bed. The Ground Water Table in the monsoon is about 10 – 12 m from the existing ground level.

1.2. The Drainage and Utility lines:

The storm water drain is feasible to the south side and drains have to be constructed by the side and parallel to the existing 120 ft. wide road and enter into the main drain running parallel to the 4-lane road.

1.3. BDA guidelines for the proposed building

It is necessary to follow the prevalent guidelines of Bhubaneswar Development Authority

This being an IT building, it may be required to place Antenna over the building. Thereby it may be required to obtain clearance from Air port authority.

2. THE WORK:

2.1. It is necessary that the building be planned to meet the functional aspect, structural adequacies, safety and aesthetics. Necessarily the building should have the following in the planning.

- Planning of the building compliant to BDA norms
- Robust Fire fighting arrangement with fire escape
- Proper security and monitoring system
- Adequate ventilation
- Fire alarming system
- Lightening Arrestor.
- 100% Power back up system

- Rain water harvesting to recharge the ground
- Central A/C plant and AHU in each floor
- Passenger lift and service lift
- Adequate service space with common facilities to cater to the various needs.
- Ducts to accommodate communication cables, power lines, sewer lines, Water supply lines, A/C ducts, pipes for fire fighting
- Drainage facilities
- Multi-layer Parking
- Conference Hall
- Landscaping, Circulation space & internal roads etc.

2.2. The **building** shall be utilized by IT /ITES business and Corporate Office and therefore the basic requirement of such built-up space needs to be integrated in to the planning. All the floors may have workstations and therefore should have a dedicated UPS room. Connecting wires from the UPS normally preferred to be laid under false flooring or otherwise. Each floor shall require a server room to house the servers. It is preferred to have the office centrally air conditioned with AHU in each floor. It will require A/C ducts on the ceiling and this will necessitate false ceiling. It is also noticed that the Offices generally plan their details depending on their requirement. Therefore the height of each storey is dictated by the requirement to accommodate the service facilities. The planning shall include the basic safety necessities pre-located on each floor so that the very concern of the safety is not violated.

2.3. Keeping in view the Detail project preparation period of 3 months and construction duration period of **18 calendar** months it is necessary to plan out the building. The details are to be furnished in the **Detail Project Report (DPR)** to acquaint the supervision team to understand the quantum of planning & design as well as supervision work involved. The consultants are expected to reflect the above requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology. Broadly the supervision construction work programme shall require working as per requirement of civil work.

3. **PROPOSED CONSULTANCY ARRANGEMENT**

3.1. Under the proposed arrangement ,the Architect Consultant and Supervision consultant may be one and require to operate from office at Bhubaneswar. The office will have senior experts performing advisory, supervision and regulatory functions over the field offices and their experts. At field formation, set of experts along with the Field Engineers will have be deployed to carry out the day-to-day supervision of works as well as quality control testing etc.

4. **OBJECTIVES**

4.1. The **objectives** of this consultancy services would be to carry out, detailed engineering planning, design and project preparation **(including BOQ, Bid documents)**.

4.2. **Accordingly, the activities under this consultancy package will include:**

- 4.2.1. **Preliminary Project Report:** The consultant shall carry out preliminary survey of the area and study available documents and prepare a methodology to take up the planning, design and subsequent supervision of work.
- 4.2.2. **Detailed design and preparation of bidding documents :** Consultant shall present the preliminary project report to the client and after discussion shall firm up the bidding document. Then, the consultant shall carryout detailed Engineering studies and prepares the final planning & design. The **Detail Project Report (DPR)** shall also include preparation of detail cost estimate, BOQ, specifications, work programme & bid documents. Time period for all the activities till submission of DPR is THREE Colander Months.
- 4.2.3. **Statutory Approval :** Consultant shall obtain all statutory approvals within **2 (TWO) Months** which also includes Environment clearance and approval from Bhubaneswar Development Authorities (BDA). Consultant shall promptly comply to any observation and changes that required by the statutory authorities in-order to get the approvals
- 4.2.4. **Engineering Compliance :** Consultant to ensure that high quality construction is achieved and works are carried out in full compliance with the engineering design, technical specifications and under the prevailing conditions of contract within the stipulated time period
- 4.2.5. **Quality Assurance :** Consultant to give utmost priority to Quality Assurance during construction.
5. **SCOPE OF SERVICES**
- 5.1. **PRELIMINARY REQUIREMENTS:**
- i) The Consultant shall take detailed brief of the project from the Corporation including the control layouts of the structure and other details regarding the important features to be provided in the various facilities to facilitate his work.
 - ii) The consultant shall submit alternative plans (3 alternates), elevations, perspective views and internal layouts of the proposed Office for consideration of the Corporation. The consultant shall incorporate suggestions, modifications or alterations as desired by the Corporation in order to facilitate final selection of the layout and other details by the Corporation.
 - iii) The Consultant shall submit plans, elevations, sectional & perspective views of the selected alternative with all details showing interior layout of each facility on a scale of 1:100.
 - iv) The consultant shall submit model of the building including landscaping of the selected final proposal..
 - v) The modifications / suggestions made during such presentations shall be incorporated in the final drawings.
 - vi) The scope also includes making three alternate presentations to IDCO by use of Walk through or still perspectives to IDCO satisfaction. The modifications / suggestions made during such presentations shall be incorporated in the final drawings.

- vii) The Consultant may be required to make comprehensive presentations before officials of the Corporation at various stages to explain the concepts and detailing in order to facilitate approvals of the schemes.
- viii) The Consultant shall incorporate any suggestions, modifications or alterations in the details after deliberations with the Corporation & submit revised drawings/schemes to the Corporation for final approval.

5.2. PREPARATION OF BOQ, SPECIFICATIONS, DRAWINGS, AND TENDER DOCUMENTS:

- i) Survey & Soil Investigation is in the scope of consultancy during preparation of DPR.
- ii) The scope of work shall include detailed structural design of the building and issue of detailed working construction drawings for the same. Structural Design will be vetted by Structural Design Dept of IIT or reputed Govt Engineering Colleges.
- iii) The consultant shall prepare detailed bill of quantities covering all items of work to be carried out under various packages, detailed technical specifications and detailed cost estimates for all the tender packages including rate analysis of individual items of work and submit the same to the Corporation, The rate analysis shall be carried out based on actual market rate survey and supporting documents of rate analysis shall also be submitted to the corporation. The bill of quantities for various items shall be supported quantity take-off sheets etc.
- iv) The consultant shall prepare drawings for all items of work in all details and calculate the bill of quantities accurately and show all construction details & elements necessary for executing the individual items of work.
- v) Execution drawings to be prepared on the scale of 1:50 or as per requirement.
- vi) The consultant shall also prepare the preamble to schedule of rates detailing all works deemed to be included in the rate analysis of each item.
- vii) The Consultant shall prepare construction drawings for all items of works in all details in accordance with relevant standard codes of practice and sound engineering to enable individual contractors to complete construction without the need of any further detailing by the contractors. In other words, individual contractors will not be required to make any drawings or supply any details and all details are to be supplied by the Consultant. It is also brought to the attention of Consultant that all construction drawings are required to be released along with the package wise tender documents and hence should be prepared in advance. However, some construction drawings may also require to be prepared by the Consultant on continuous basis during execution of interior work.
- viii) The consultant shall plan, design and provide full details of all utility services like water, electricity, sanitation scheme, fire hydrant system required as per the regulations in force. The consultant shall give complete details along with drawings for execution of work.

- ix) Electrification scheme shall cover all HT & LT electrical works, sub station, power connection, Switch rooms, site illumination, rising main, power/ lighting distribution up to work table, all requirements related to interior etc.
- x) Water supply scheme shall cover water connections, under ground / semi under ground storage tank, pumping arrangement and pipeline connections.
- xi) The scope shall also include planning, designing and preparation of detailed working drawings for site development including landscaping, surface drainages etc./ Internal roads/ Car / Scooter Parking / multi-stories parking / Communication System / Lifts / Overhead Water tank etc.
- xii) The consultant shall be required to prepare Progress Curves and Charts to monitor the progress of work on fortnightly basis using PRIMAVERA 6.0 or above.
- xiii) Consultant also required to develop a material procurement plan of major items conforming to the Work schedule and needs to be updated periodically . A material procurement plan is also of part of DPR.
- xiv) Structural Stability Certificate shall be furnished by the consultant at the end of all works.
- xv) All design shall be carried out as per latest relevant IS/ BIS standards.
- xvi) The scope of work includes obtaining all statutory approvals Environment Clearance from Orissa State and MOEF, New Delhi, Chief Fire Officer, Civil Aviation, BDA Approval, Commencement Certificate from BDA, Sewerage, Storm Water, Malaria approvals from Bhubaneswar Municipality Corporation and all other relevant approvals required for commencement of work, during construction stage and obtaining occupancy certificate on completion of work..
- xvii) Obtaining all statutory approvals till commencement certificate issued from BDA/ is in the Consultant scope. Statutory approvals for Lift, power connection, DG set approval, Electrical Inspector Approval, Storm Water, Sewerage, water supply, HVAC, NOC from CFO after obtaining commencement certificate will be in respective contractors scope. Consultant to assist for giving design/ technical clarifications, in case necessary to facilitate approvals. Obtaining occupancy certificate will be in consultant's scope.
- xviii) Payment of statutory fees regarding approvals will be made/ reimbursed to separately consultant by IDCO against documentary evidence.
- xix) In addition to the above, any other relevant approvals required are in the scope of the consultancy.
- xx) The project management services means all the required services mentioned in the schedule & also any other relevant services required right from beginning to the successful completion of the job.

5.3. **LIST OF APPROVED MAKES:**

- i) The Consultant is required to recommend at least three makes for every material/ fitting proposed to be used in the work. The quality and the price of the recommended makes should be comparable to each other and be the best available in the market.
- ii) The 'List of Approved Makes' is required to be finalized before proceeding with the rate analysis and detailed estimation.

5.4. **TENDER DOCUMENTS**

- i) The Consultant shall prepare package wise tender documents to enable the Corporation to invite tenders if required. IDCO reserves the rights to invite one tender for all the works or package wise tenders for the individual works. The package wise tender document shall consist of:
 - a. Particular conditions of Contract.
 - b. General Conditions of Contract.
 - c. Special Conditions of Contract.
 - d. Technical Specifications.
 - e. Schedule of items & rates indicating quantities for individual items in which consultants will be required to submit their quotations.
 - f. Complete set of construction/ working drawings.
 - g. Preamble to schedule of quantities.
 - h. Any other document required to be included in the tender.
- ii) While preparing the tenders, the Consultant will be required to check that all items required to be procured are included in the 'List of Approved Makes' given in the respective tenders. Items not included in the list shall be brought to the notice of the Corporation and names of recommended makes submitted for approval of the Corporation.
- iii) Detailed cost estimates of each tender package (each page to be approved by the Consultant) along with rate analysis of individual items of work duly supported by necessary documents and quantity take off sheets should be handed over to the Corporation separately.
- iv) The Consultant should ensure that the quantities as executed will not vary beyond 10% (plus minus ten percent) of the quantities as indicated in the detailed BOQ. For any variation in quantities beyond 10% in individual items of work, detailed justifications will be required to be furnished by the Consultant for acceptance of the Corporation.
- v) The work contract agreement is available with the corporation which shall be attached with the tender.
- vi) The documents shall be first submitted in the draft form. Any changes or corrections recommended by the Corporation shall be incorporated in the documents by the Consultant who shall submit the final approved tender documents. **The consultant shall submit the soft copies in addition to the hard copy of all the documents/ drawings.** Only one hard copy shall be required to be submitted

- vii) The Consultant shall participate and furnish technical explanation/ clarifications to the tenderers on specific queries of the tenderers, during prebid meeting and before the last date for submission of tenders.
- viii) The Consultant shall, however, not enter into discussions with the tenderers on any matter concerning the rates/prices to be quoted by the tenderers.

6. COORDINATION MEETINGS:

6.1. The following coordination meetings shall be held for effective implementation of the project:

- i) There shall be regular fortnightly meetings wherein representatives of the Corporation and the consultant are present to review the progress and other aspects of the work. Till the award of work, these meetings shall be held in IDCO office. Consultant shall record minutes of such meeting and maintain them as records for future references after obtaining the Corporations approval to the same within a week.
- ii) After award of work fortnightly meetings shall be held at site along with contractor's representative to achieve desired level of coordination for project implementation & completion.
- iii) A monthly progress report shall be submitted to the Corporation in the second week of every month, starting from the award of consultancy work, giving the status of each activity in all details including status of individual activities within their organization such as planning, design, detailed engineering and package wise tender preparation. Inventory till date against the requirement , manpower engaged, , sub-contractor engaged and their performance last not the list the cost and progress curve against planning of major Work Breakdown Structure (WBS) and Cumulative Progress curve of Project drawn using PRIMAVERA 6.0 or above

6.2. SUPERVISION OF SITE ACTIVITIES

6.2.1. The Consultants' firm so selected shall nominate the Team Leader to be the "Engineer's Representative". He will be the overall in-charge of the consultants' firm during preparation of DPR and at site. He will interact with the Project In-charge, as well as with the corporate office on routine basis. The Team Leader shall discharge all the duties and responsibilities of the 'Engineer's Representative'.

6.3. The **Supervision team** to be composed of highly qualified and experienced key experts.

6.4. The **consultants** are required to develop the project design and drawings. In situation where it is felt essential to make some changes in the design/drawings, the consultant shall undertake the same. Proof checking of the contractors/manufacture's designs in the case of specialized work will be the responsibility of the supervision consultant.

6.5. The dates of actual deployment of experts not provided on full time basis like shall be regulated by the **employer** on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.

6.6. There are certain positions of key experts like Building Engineer, Structural Engineer , quality supervisor and engineering personnel for Electrical and P.H where deployment of suitable

personnel is considered essential for successful completion of the project. Consultants are therefore advised to field truly competent and experienced experts at these positions.

- 6.7. The **consultant** shall depute all the personnel in construction activity at site for a total period of construction which is expected to be **18 months**.
- 6.8. Site in charge should be supplemented with experts in the field of Electrical, HVAC and Interior as and when required as per execution schedule. Site engineers should be present at site during **working** hours including holidays when work is in progress. Consultant to make alternate arrangements for any leave/ holiday for their employee. Expert from the respective field as per the progress of various works shall also be posted as and when required in consultation with IDCO. Bio data for the site team shall be approved by IDCO. The date of start of supervision activity will be taken from the date of commencement of work for the first work order at site. In case, there is no activity at site due to suspension of work due to any reason, supervision period will be extended accordingly without any cost to IDCO.
- 6.9. Role of Consultant's Site Engineers will be to check marking for layout of building and various **equipments**, check dimensions of various structures of building, to check quality of work as per approved **drawings** & QAP, check all quality control records, inspection of material brought to site for execution, enter & certify measurement of work in Measurement Book and Bills, maintaining all records as per IDCO requirements, attend site meetings with contractor, to give site decisions for execution of work to contractors in writing to contractors in writing.
- 6.10. **The Team Leader** from consultant's side shall be required to make at least **Two site visit** in a fortnight and submit report to IDCO to review the quality of work and to ensure that the actual construction is being carried out as per schedule.

6.11. QUALITY & PROGRESS OF WORK

- i) The Consultant will submit detailed cost and Progress using PRIMAVERA Software and other comprehensive reports, listing consultant's own activities and also works to be carried out by other Contractors/ Agencies for the final completion of project. Such Reports/PERT/ Bar Charts, shall be duly updated on a monthly basis along with recommendations to crash completion periods indicating related costs, if any.
- ii) To keep strict control on the quantities of work executed and while giving decision, the Consultant shall always keep the cost factor paramount in mind, commensurate with the desired quality of work. For all decisions involving additional expenditure or deviations from contract the matter is to be placed before the Corporation and their approval obtained before giving decisions.
- iii) The Consultant will be required to carry out regular safety audits at site with a view to ensure adoption of safe construction practice by the contractor & take up with them for each case of unsafe construction practice.
- iv) QAP details for use at site during execution of works.
- v) Materials/ Equipments which are required to be tested at factory before dispatch to site, the same shall be witnessed, reviewed and given clearance for dispatch to site by consultant.

7. DUTIES AND RESPONSIBILITIES OF THE ENGINEER (Team Leader and his Engineering Team)

- 7.1. The 'Engineer' as such is the consulting firm finally engaged by the employer. The consultant is, however, required to appoint a Team Leader to act as the "Engineer's Representative". The consultant shall delegate the responsibilities to this Team Leader to work and act on behalf of the firm to carry out most of the functions related to the project. The consultancy firm may have the internal regulatory and controlling arrangement with this Team Leader and for this purpose a Team Leader might interact and receive the directions from the firm as decided by the firm. The employer may also interact with the firm if required.
- 7.2. The duties of the 'Engineer' will be to properly supervise the works and approve the materials and workmanship of the works in cooperation and in consultation with the Employer to ensure timely completion of the project. The Engineer will administer both the construction works contracts and will ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The 'Engineer' shall have no authority to relieve the contractors of any of their duties or obligations under the contracts or to impose additional obligations not included in the contracts. The duties of the Engineer will also include issue of decisions, certificates and orders as specified in details in the construction contract documents.
- 7.3. The duties and responsibilities of the Engineer and the Engineer's representative are broadly defined in the Conditions of Contract. Principal responsibilities will be generally to carry out all the duties of the Engineer as specified in the construction Contract documents, within the limitations specified therein, but not limited to the following. **In case of any disparity, the stipulations made in the civil construction contract documents will prevail in the order of precedence mentioned therein.**
- i) to approve the Contractor's key superintendent personnel, construction mobilization programs, temporary land to be occupied by the Contractor
 - ii) to approve the contractor's work program including activity scheduling and resource programming
 - iii) give the order to commence the work;
 - iv) ensure that the construction works are in accordance with the technical specifications, and other stipulation of construction contract documents and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to Contractor's construction equipment and other resource deployment,.
 - v) to approve setting out of the works
 - vi) to verify and if necessary, order correction of drawings supplied by the Contractor
 - vii) ensure a system of Quality Assurance of works, approve materials and sources of materials, review all concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality, at the commencement of item

- viii) check the laboratory and field tests carried out by the contractor and develop a mechanism in consultation with Employer to involve Team Leader to carry out adequate number of independent tests other than the regular testing done by laboratory personnel.
- ix) order special tests of materials and/or completed works, order removal and substitution of improper materials and/or works as required
- x) to make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents
- xi) to issue a working drawing or modify the existing drawing (preferably within 15 days on request of the contractor) or to supply a new/supplementary drawing which is not included in the contract, wherever required and to give instructions thereof in this connection to the contractor.
- xii) to control and appraise the progress of the works to order suspension of works and to authorize with the Employer's approval, extensions of the period of completion of works.
- xiii) to monitor and check the day to day quality control and quantity measurements of the works carried out under the Contract, keep all measurement records as per the directions of the Employer and issue monthly/interim payment certificates when the quality of the works is satisfactory and the quantities are correct;
- xiv) to direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;
- xv) to direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property
- xvi) to direct the contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations
- xvii) to direct contractor to take all necessary steps to maintain the rate of progress of works as per the approved programme of the contractor on monthly basis;
- xviii) to provide adequate Supervision of Contractor's work carried out in more than one shift thus matching the working hours to be the same as that of the contractor(s);
- xix) to ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the employer in this regard;
- xx) Provide assistance to the employer in respect of contract implementation, claims and other matters;
- xxi) Advise and assist the employer with respect to arbitration, litigation if so required;
- xxii) Review and ensure continuity of contractor's services in approved formats

- xxiii) Prepare quarterly cash flow projects for the employee in a format acceptable to the employer. Cash flow should identify budget estimates for all outstanding work.
 - xxiv) Maintain records of all plan labour and material used in the construction of the works.
- 7.4. The other responsibilities of the Engineer will be to carry out all such duties which are essential for effective implementation of the construction contract as mentioned in but not limited, the following:
- i) to prepare, in consultation with the Employer, a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements.
 - ii) assist/advise Employer for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule
 - iii) to verify the quantities of all items in the BOQ and suggest modifications to the same if necessary as per the prevailing site conditions, for the approval of the employer
 - iv) to write a day by day project diary which shall record all events pertaining to the admission of the Contract, request from and orders given to the Contractor, any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works
 - v) prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report
 - vi) Technical assistance shall be given to the Corporation in arbitration and litigation that may arise with regard to the contracts entered into between the Corporation and the contractors.
 - vii) to prepare detailed recommendations to the Employer for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds
 - viii) to assist the Employer in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period
 - ix) Technical assistance will be given to the Corporation in answering any audit / Technical enquiry which may arise with regard to any aspect of the work.
 - x) assist the Employer in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project
 - xi) preparation of revised estimate etc., if required
 - xii) modification in design and drawings
 - xiii) to carry out any other duties relevant to the project agreed during the negotiations
 - xiv) It shall be responsibility of the consultant in getting the project services connected to the local authorities mainly for electricity, water and sewerage, telephone, etc. as the case may be.

- xv) to prepare the **Monthly Bill** after due check measurement and after getting the consent of the contractor recommend for release of payment to the **Division Head of IDCO (Under whom the Project is placed for execution)** for approval and payment to the contractor. In absence of significant progress in work also Monthly Bill need to be prepared. Monthly Bill also to include extra items , excess quantities executed if any along with penalty for in-adequate performance etc.
- xvi) The Consultant shall submit all drawings, designs, specifications etc., which have been prepared by them for any item of work for approval of the Corporation and in sufficient time to permit modification being made in the drawings etc submitted for approval of the Corporation without affecting the overall time schedule. All drawings, designs & specification submitted for approval shall be approved or commented upon, in writing, by the Corporation within a reasonable time from the date of receipt. If the Consultant requires early approval of any drawing, design or specification in order to avoid delay in the completion of the works, he shall advise the Corporation in writing to such effect when submitting the drawing, design & specifications. The Consultant shall make any change in the design which is necessary to make the design conform, to the provisions and intent of the agreement and give safe and trouble free installation. Approval given by the Corporation to any drawing, design or specification is only for the general arrangement and shall not relieve the Consultant of any obligations indicated in this agreement. The Consultant shall be responsible for all discrepancies, errors or omissions in the drawings, design & specifications and other particulars supplied by him, whether such particulars and drawings have been approved by the Corporation or not. Consultant shall carry out at his own expense any change in drawing, designs or specifications necessitated by reason of any discrepancy, error or omission in the drawings and particulars supplied by him. All such drawings, designs, specifications or particulars after approval by the Corporation shall be released to contractor through the Corporation after being certified by Consultant to be "Released for Construction".
- xvii) Preparing **as built drawing will be in contractor's scope**. The Consultant will assist contractor in preparation of these drawings by releasing soft/ hard copy of working drawings, reviewing and offering their comments for final submission to IDCO.

8. ACTION REQUIRING SPECIFIC APPROVAL OF THE EMPLOYER

- 8.1. The Engineer will be required to obtain the specific approval of the Employer in the matters as specified in construction Contract Agreement
- 8.2. The Engineer will seek prior permission of the Employer before taking any of the following actions
 - i) Consenting to the subcontracting of any part of the works
 - ii) Certifying additional cost determined
 - iii) Ordering suspension of work
 - iv) Issuing the Notice to commence the work

- v) Approving an extension of time
- vi) Issuing a variation except if such variation would be within the limits as indicated in the civil contract document.
- vii) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of contract;
- viii) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price
- ix) Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract

9. OBLIGATIONS OF THE CORPORATION :

9.1. Data, Facilities And Resources To Be Provided By The Employer

- i) Obligations as described hereinafter, shall be discharged by Corporation within mutually agreed time schedules and free of cost to the Consultant, to whom the work is awarded :
- ii) Corporation shall give comments/ approval for each drawing, layout plan, within 7 days from the date of submission by the consultant.
- iii) Corporation shall give comments/ approval for each tender document within 15 days from the date of submission by the consultant for preparation of final tender document.
- iv) Plot demarcation drawing will be given by IDCO to the Consultant.

9.2. The **following** and any other such data, available with the departments shall be provided;

- i) Relevant permits, security and other clearances.
- ii) The Employer shall not provide any office space for functioning of the office of the Consultancy Services. The Consultant shall make his own arrangements for the office and furnish the office space including furniture, equipment, operation and maintenance as per his requirement.
- iii) The Consultant shall make his own arrangements for accommodation for his key personnel and other staff.
- iv) The employer will not provide project vehicles to the Consultant.
- v) The Consultant shall be responsible for making his own arrangements for communications

10. REPORTING REQUIREMENTS

10.1. The **consultant** shall submit to the following reports in five copies (hard) and one computer diskette/ CD (softcopy): The Consultants shall supply additional sets of final reports and documents if so required by the Client

- i) Preliminary Project Report for which shall mention about the preliminary findings, suggested methodology, cost estimates etc due **within one month from commencement.**

- ii) Detailed Project Report, due upon completion of the Engineering, maximum **within 5 months** of commencement. Based on comments received from the client, the final report should be submitted within a month of receiving comments;
- iii) Bidding documents, **within one month** on receipt of comments.
- iv) Completion report.

10.2. **The Preliminary project Report** shall be presented as follows:

- Executive Summary
- Project description
- Methodology adopted for the studies
- Preliminary planning
- Cost estimates
- Preliminary Design Standards and Specifications
- Conclusions and recommendations
- Location map
- Layout plans

Prior to submission of any Report, the Consultant is required to give a brief presentation to the Technical Committee on the activities and methodologies that are reflected in the Report.

10.3. During **execution** of project the consultant will prepare and submit the following reports in hard and soft copies (Table 1) to the Employer on the format prepared by the consultants and as approved by the Employer.

Table -1

<i>Particulars of the Report</i>	No. of Copies
1) Monthly Progress Reports	2
2) Quarterly Progress reports	2
3) Sectional Completion Reports	2
4) Final Completion Report with CD	2

10.4. MONTHLY REPORT

The Engineer will, no later than 6th of each month, prepare a progress report summarizing the work accomplished by the Contractor for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for on going works, outlining problems encountered and recommending solutions. The report should record the status of payment of contractors monthly certificates, of all claims for cost or time extensions, and of action required of government and other agencies to permit unconstrained works implementation. The monthly report shall include activities regarding Quality Control and quality monitoring aspect of the project. Progress report should contain Cost and Progress

Curve against Planning in PRIMAVERA software for each WBS and cumulative progress curve for entire project. Inventory position against planning. Sub-contractor engaged and their performance etc.

10.5 Monthly Bill : Consultant is required to submit the Monthly Bill in the required format of IDCO to the Division Head of IDCO with their recommendation for payment to Contractor .

11. PROJECT TEAM

11.1. The Consultant shall be required to form a multi-disciplinary team for this assignment. The Consultant Team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments.

11.2. The total implementation period will consist of DPR period of 3 months and construction period of **18 months** and (ii) a Defect Liability Period of 12 months **(Statutory approval period of Two Months have not been considered)** As per the arrangement proposed Project Manager-Cum-Resident Engineer (Team Leader) shall be deployed one month before the mobilization of the contractors. This period will be utilized in finalizing all the preliminary details in consultation with the employer.

11.3. The site supervision team would be mobilized on the date of actual commencement of works by the contractors. During the defect liability period, the Engineer along with other experts will be required to continue on a part time basis as and when required.

11.4. The consultant may propose the various categories of technical and administrative support staff and the corresponding man-months requirements. Man-months requirements for each category as proposed by the consultant will be generally considered as ceiling for each category and the deployment shall generally not exceed more than 10% for the category, except in exceptional circumstances with prior approval of the client.

11.5. After award of the contract the Client expects all of the proposed key personnel to be available during implementation of the contract as per the agreed staffing schedule. The client will not consider substitutions during contract implementation except under exceptional circumstances.

11.6. The client may ask for mobilization or demobilization of some key personnel with one-month prior notice as per requirement and progress of civil work.

11.7. DURATION OF SERVICES

11.7.1. The **consultants** are expected to provide expert advice and assistance to the IDCO for the preparation and implementation activities to be carried out under the proposed Project. These services will require appropriate skills and expertise during the preparation of the Project, as outlined fully below. **The duration of services shall be 34 months** [Period for Planning, Design and DPR (Three months) +Bid Preparation (One month) + Construction (Eighteen months) + and Defect Liability period (Twelve months)]

- 11.7.2.** Time period for obtaining the required Approvals / Clearances and duration of Bid Process Management for selection of Contractor have not been considered in **DURATION OF SERVICES under item 11.7.1. However for successful implementation of project, consultant is required to render services with required technical personnel throughout the Project Period.**
- 11.7.3.** In providing the services, the consultant should use highly qualified technical resources in the **preparation** of detail engineering design. In all such circumstances, however, the consultant must assume direct responsibility for the quality of output of such arrangements, and for the timely and effective integration of such outputs into the overall requirements under these services. The consultant must at all times retain direct responsibility for **developing** the standards, design parameters and technical specifications, and for reviewing and approving the work program, reports, drawings and any other output. Accordingly, the consultant will be required to provide staffing resources of demonstrably sound and extensive expertise, in the planning, design and implementation of the project.
- 11.8.** The consultants are required to make their own assessment of the manpower requirement in terms of man months for different category of persons proposed to be deployed to carry out the DPR and supervisions works as envisaged in this TOR. The consultants shall deliberate on this aspect in their proposed methodology to be submitted to the Employer suitably explaining any difference of opinion with the Employer perception about them as reflected in Table 3 and 4.
- 11.9.** In case of very low assessment of the man months estimates done by the consultants without reasonable justification, then the Employer at their discretion may consider the proposal as impractical and may reject the same as non responsive.

TABLE- 2

KEY PROFESSIONALS –
During DPR phase

	No	Estimated Number of Man month Inputs
(a) KEY PROFESSIONAL		
Team Leader	1	3
Architect	1	3
Structural Engineer	1	3
Contract Specialist	1	3
Electrical and HVAC Expert	1	3
P.H and Water Supply Expert	1	3

Note : Above mentioned personnel are indicative, Consultant is expected to have a good Team during DPR phase and should not charge separately towards the fees of these personnel.

B. During Supervision phase including Defect Liability Period

Table -3

	No	Estimated Number of Man month Inputs
Team leader	1	18
Building Engineer	1	18
Structural Engineer (Part time)	1	18
Architect (Part time)	1	18
Quality Supervisor	1	18
Site Engineer(civil)	1	18
Site Engineer Electrical	1	18

11.10. Consultants are required to furnish CVs of the professionals. The cost in respect of these personnel is required to be provided in the financial proposal.

12. PAYMENT SCHEDULE

12.1. The consultant will be paid consultancy fee as a percentage of the contract value as per the schedule below

A. For Architectural Planning, Structural Design, Bid and Bid process Management and DPR

Table -4

SI no	DESCRIPTION	PAYMENT (% of total Amount)	Completion Time
1.	<p>i) Taking project brief from the Corporation, preparation of preliminary alternative plans (3 alternatives), soil investigation & other details as required by the Corporation.</p> <p>ii) Incorporation of suggestion, modifications etc. & submission of revised alternatives with sectional & Perspective views, in sufficient details to facilitate final choice by the Corporation.</p> <p>iii) Preparation of detailed plans, elevations etc. of selected alternative showing interior layouts of each facility & individual spaces including conducting complete soil investigation as required for designing the buildings..</p> <p>iv) Incorporation of suggestions, modifications etc. and submission of revised drawings/ schemes. During final approval, in case certain changes are suggested, the same shall be incorporated in revised drawings.</p> <p>v) Preparation and approval of Schedule of Finishes</p> <p>v) Preparation & submission of drawings and documents required for statutory approval</p> <p><u>The consultant shall present the preliminary project report to the client and after discussion shall firm up details. Consultant shall carryout detailed Engineering studies and prepares the final planning & design, drawing and Detail Project Report (DPR). The DPR shall also include preparation of cost estimate, BOQ, specifications, work programme etc</u></p> <p>Note: Payment to be released on acceptance details by IDCO.</p>	15%	90 days from the date of work order
2.	Preparation simultaneously document for Submissions of drawings/ documents as required by various statutory authorities and obtaining all necessary approvals related to the construction of Multistoried IT / ITES and Corporate Tower.	10%	60 days from the date of acceptance of DPR

	<p>a) Environmental Clearance from Statutory Authorities b) Chief Fire Officer c) Civil Aviation d) BDA Approval e) All Construction Approvals from Statutory Authorities</p> <p><u>It is expected that Consultant will get the entire process done within 60 days period in getting approvals / Clearances for which consultant need to start the documentation process parallel with the DPR phase.</u></p> <p>All original approvals are to be handed over to IDCO. The list given above is only indicative, however the consultant shall be required to obtain all necessary statutory approvals required for construction of building.</p> <p>Note : Payment to be released on receipt of Clearances / Approvals.</p>		
3.	<p>On getting the approval consultant will make the changes and preparation of package wise tender documents along with detailed specifications, drawings including Structural Design of Building, RCC drawings, BOQ with take off sheets, cost estimates with rate analysis for the following packages for Tender purpose along with complete Bid document :</p> <p>i) RCC Design / Foundation / Civil Works ii) HT & LT Electrical works iii) Plumbing, Sanitary Work iv) Fire Alarm & Fighting Work v) Exterior Façade vi) Lifts vii) HVAC viii) Interior Work including furniture ix) Telephone & LAN Work x) Canteen Equipment & Furniture xi) Building Management System xii) Access Control System xiii) Landscaping and Horticulture xiv) Miscellaneous works such as special equipment for training hall, conference hall, pantry, storage racks, EPABX, rain water harvesting, Corporate Logo and Building Model etc.</p>	15%	30 days from getting the statutory approvals / clearances

	Note : Payment will be released only after review and acceptance of detail <u>Consultant to assist IDCO the Bid Process Management</u>		
4.	Supervision of Work & Preparation of detailed construction drawings on continuous basis during currency of the project. Payment will be made based on pro-rata progress of works at site to be calculated with respect to contractor's bills certified for payment by consultant during construction period.	55%	18 months from award of contract to the Construction Agency.
5.	Completion certificate	5 %	One month from completion of construction.

Note :

1. In case the project gets held up due to want of statutory approvals or otherwise, payment will be restricted to 20 % of the total consultancy amount under **item – A of Payment schedule**.
2. The list of tender packages indicated above is only indicative and to complete the work in totality, additional tender packages should be invited if needed.
3. The schedules for inviting tenders to be submitted after clearance of Drawings/ plans from IDCO & the tender documents as required with all the details within one month from getting the statutory approvals..

B. For Project Management Services**Table 5**

1. Commencement of the work after the Mobilization of Contractor	10%
2. End of first Quarter	10 %
3. End of Second quarter	15%
4. End of third Quarter	15%
5. End of Fourth Quarter	15%
6. End of Fifth Quarter	15%
7. End of Sixty Quarter	15%
8. Completion Certificate	5%

- 12.2. The time allotted for the DPR phase is fixed and shall not be extended. For period exceeding beyond THREE months, the Consultant shall face a penalty at the rate of 0.5% of the fees amount (As under Item No. 1 of clause 12.1 A – Schedule of Payment for Architectural Planning, Structural Design, Bid and Bid process Management and DPR) for each week delay.
- 12.3. In case the Contract for any or all packages are granted extension of time or completed ahead of schedule during project execution phase, the Contract amount of the Consultancy for the supervision assignment be increased or decreased proportionately for the delayed or reduced period.
- 13. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**
- 13.1. The **consultant** shall help the Contractor to establish quality control laboratory for performing various types of tests. The supervision consultant will perform these tests selectively and supervise all the tests done by the contractors.
- 14. DEFICIENCIES OF SERVICES**
- 14.1. Deficiencies** in the services on part of supervision consultants may attract penal provisions in the form of fines, up to a maximum amount of 10% of contract price and/or debarment etc. by the client Sample deficiencies may includes
- i) Not acting impartially or acting in collusion with contractor in award of variation, fixation of new rates etc
 - ii) Not keeping proper records regarding quality control, inspection, rejection/recitations of work etc.
 - iii) Failure to give proper and timely advice to client/contractor to enable correction during execution
 - iv) Delay in design and withholding approvals etc
 - v) Recommending extension to the contractor with a view to extending duration of supervision services
 - vi) Refusing to give reasons for decisions when called for by the client
 - vii) Not being fully conversant with manuals, specifications, standards, Ministry's guidelines and requirement of the project to be followed during construction
 - viii) Certifying substandard work for payment
 - ix) Not exercising required scrutiny/non approval of temporary stretch/works
 - x) Lack of proper coordination with contractors and Project Director or his representative to ensure smooth implementation of projects
 - xi) Permitting subletting of any part/major works without authorization by the Employer.
- 15. PERFORMANCE SECURITY**
- xii) Upon award of the contract, the Consultant shall deposit **5% of the Contract price as performance security**. The Performance security shall remain valid up to 45 days beyond the stipulated completion period. In case Time extension is granted by

IDCO, the Consultant shall extend the period of validity of the performance security for equivalent extension period. Amount of Performance security shall be in shape of demand draft payable at Bhubaneswar or in shape of a Bank Guarantee in the prescribed format from any Nationalized Bank in favour of "Orissa Industrial Infrastructure Development Corporation". The Bank Guarantee (s) shall be released after satisfactory completion of the assignment.

16. CONSULTANTS PROPOSAL SUBMISSION

- 16.1. The TOR is prepared to address all the supervision consultancy packages in a general way. **The consultants are advised to understand fully the specific requirements of the supervision consultancy work.** The consultants are also advised to inspect the concerned project stretch and acquaint themselves with the ground realities.
- 16.2. The consultant submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project stretch requirements. All specific issues for which references have been made in the various paras of this TOR should be addressed effectively. General nature descriptions should be avoided.

17. STANDARDS AND CODES OF PRACTICES

- 17.1. All activities related to field studies, design and documentation shall be done as per the latest guidelines of NBC, BDA rules in vogue, Bureau of Indian Standards (BIS). The Consultants, upon award of the Contract, may finalise this in consultation with the officials of the Project Implementation Unit.
- 17.2. All codes and specifications referred to in this ToR shall be the latest published versions only.

18. REVIEW COMMITTEE TO MONITOR CONSULTANT'S WORKS

- 18.1. A review committee comprising of Concerned CGM, CGM (F), Manager (Design), Division Head (During Execution), Architect and Head of PMU wing of IDCO shall review the progress of the work and recommend for payment to the concerned CGM.
- 18.2. Procedure for **Review of Reports**
- 18.2.1 The Review Committee will review the reports submitted by the Consultant and will give suggestions, modifications, if any, **within two weeks** of receipt and would approve the reports. The Review Committee may also hold meetings with the Consultant as necessary to discuss reports submitted and review the progress.
- 18.2.2 The consultant would give detailed program of completion of each of the activity for which the Consultant is responsible. The program to be prepared in

accordance with the PRIMAVERA scheduling Process with **3 weeks Look Ahead program** and to be updated continuously using the software.

SECTION 4
TECHNICAL PROPOSAL STANDARD FORMS

4A - TECHNICAL PROPOSAL SUBMISSION FORM

From:

To:

Head – S&I, PMU,
Orissa Industrial Infrastructure Development Corporation
(A Government of Orissa Undertaking)
IDCO Towers, Janpath, Bhubaneswar
ORISSA

Sir:

Subject: **CONSULTANCY SERVICES FOR ARCHITECTURAL PLANNING, STRUCTURAL DESIGN
& PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF IT / ITES CORPORATE
TOWER OF IDCO AT CHANDAKA INDUSTRIAL AREA, PATIA, BHUBANESWAR, ORISSA**

Regarding Technical Proposal

I/We _____ Consultant/ Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as Consultant for Consultancy Services for the project mentioned under subject.

Yours faithfully,

Signature _____

Full Name _____

Designation _____

Address _____

(Authorized Representative)

4B - FIRM'S REFERENCES

Relevant Services Completed in the Last Five Years
Which Best Illustrate Qualifications

The following information should be provided in the format below for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium partner in Joint venture, was legally contracted by the client stated below:

Assignment Name:	Country:
Worked in the capacity of – Lead firm / JV / Sub Consultant / Association (please specify)	
Location within Country:	Professional Staff Provided by your firm:
Name of Client:	No. of Staff :
Address:	No. of Staff Months :
Name of Association Firm(s) if any:	No. of Months of Professional Staff provided by Associated Firm(s)
Narrative Description of Project:	
Description of Actual Services Provided by your Staff:	

- *Certificates from Employer should be attached in support of the experience.*

4C - APPROACH AND METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT
(Not more than 2 pages)

CONSULTANT NAME:

The approach and methodology will be detailed precisely under the following topics.

- 1) Understanding of the assignment
- 2) Composition of the team
- 3) Duties and responsibilities of the
Team Leader & other key personnel
- 4) Methodology
- 5) Reporting procedure

Note:

The approach & methodology should be precise, to the point and relevant to the assignment.

4D - COMMENTS/ SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE
(Not more than 1 page)

- 1.
- 2.
- 3.
- 4.
- 5.

4E – DETAILS OF EQUIPMENT (ALL TYPES) AND SOFTWARE INCLUDING PRIMAVERA 6.0 or ABOVE PROPOSED TO BE USED.

(Please Provide the copy of license)

4F - COMPOSITION OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD BE ASSIGNED TO EACH TEAM MEMBER

1. **KEY EXPERTS –
KEY PROFESSIONALS –**

A. **During DPR phase**

SI. No	Key Personnel (mention name also)	no	Position	Task assignment
1	Team leader	1		
2.	Architect	1		
3	Structural Engineer	1		
4	Contract Specialist	1		
5	Electrical cum Air Conditioning Expert	1		
6	P.H and Water Supply Expert	1		

B. **During Supervision phase including Defect Liability Period**

SI. No	Key Personnel (mention name also)	no	Period in months	Position	Task assignment
1.	Team leader	1			
2..	Building Engineer	1			
3,	Structural Engineer	1			
4.	Architect	1			
5.	Quality Supervisor	1			
6.	Site Engineer for Civil, P.H and Water Supply(Diploma Engineering)	1			
7.	Site Engineer for Electrical (Diploma Engineering)	1			

4G. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.]

Education:

[Summarize college/university and other specialized education of staff member and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, source of funding for the projects handled, types of contract document used (FIDIC e.g.) and locations of assignments. For experience, also give types of activities performed and client references, where appropriate.]

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualification and my experience.

Signature of the Candidate _____

Place _____

Date _____

Signature of the Authorized Representative of the firm _____

Place _____

Date _____

Note :

1. The CV shall be signed by both, the person and the Authorized Representative of the firm in original.
2. Unsigned CVs are liable to be rejected.

4H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)													
			1	2	3	4	5	6				40	32	33		

Full Time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature:

(Authorised Representative)

Full Name:

Title:

Address:

4I. ACTIVITY (WORK) SCHEDULE

A. Work Plan (To be included with the Technical Proposal) Prepared in PRIMAVERA clearly indicating major activities, WBS Mile Stones etc.

Sl. No.	Item of Activity (work)	Month-wise Program (in form of Gantt Chart) [1 st , 2 nd , etc are months from the start of assignment] including DPR, Engineering and PM phases											
		1 st	2 nd	3 rd	4 th	5	6						

B. Completion and Submission of Reports

Reports		Frequency	Distribution
1.	Inception Report	Within 30 days after signing of the Contract	2 copies to the Employer.
2.	Contractors Work Programme Report	Every Month By 10 th of following Month	
3.	Construction Supervision Manual	At Commencement time	
4.	Maintenance Manual	At the end of Project	
5.	Monthly Progress Report	Every Month By 10 th indicating progress of Previous Month and Cumulative figure till previous month	
6.	Final Completion Report along with AS BUILT DRAWING	On completion of Project	
7.	Cash flow forecast	Along with Progress Report every month	

4J. RESPONSIVENESS

Sl.No	Item	Required Response in form of YES / NO
1.	Has the Consultant Paid the RFP document Cost of Rs.10,000/- (Rupees ten thousand)?	
2.	Is Proposal Security of Rs. 4,00,000/- (Rupees four lakhs furnished.?	
3.	RFP Bid: (i) Receipt prior to Deadline.	
	(ii) Is the Financial Proposal is kept in the Packet of Technical Proposal	
	(iii) All the pages of proposal are numbered and initialled.	
	(iv) Has the Consultant submitted the Concept Plan and Estimate	
	(v) Submitted Document of Proof of Eligibility as per the requirement of RFP	
4	Is the Consultant registered in India?	
5	Does the firm have specified average annual turnover and audited balance sheets of last three years	
6	Has the Consultant provided all the Key Personnel of desired qualifications and integrity?	
7	Has the Consultant submitted staffing schedule in consistency with the requirement.	
8	Has the consultant submitted Approach and Methodology for performing assignment?	
9	Has the Consultant submitted the Work Program	
10	Has the firm submitted sufficient data regarding experience	
11	(i) Experience in Project Supervision Consultancy of infrastructure duly certified by concerned Engineer.	
	(ii) Experience in Consultancy on building related works duly certified by concerned Engineer.	
	(iii) Is the Consultant involved in any fraud and corrupt practices and any adverse record available with IDCO	

BANK GUARANTEE FORMAT FOR PROPOSAL SECURITY
NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE

Ref. No. _____

Dated _____

Bank Guarantee No. _____

To
Orissa Industrial Infrastructure
Development Corporation,
IDCO Towers, Janpath,
Bhubaneswar-751007, Orissa.

Dear Sir,

In consideration of Orissa Industrial Infrastructure Development Corporation, having its Registered Office at IDCO Towers, Janpath, Bhubaneswar (hereinafter called the "Owner" which expressions shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Expression of Interest for " * _____ and M/s _____ having its Registered Head Office at _____ (hereinafter called the "Consultant *") who wished to participate in the said tender for _____ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. _____ valid up to _____ on behalf of the Consultant in lieu of Cash Deposit required to be made by the Consultant, as condition precedent for participation in the said NIEI.

We the _____ Bank incorporated under _____ law and having one of our branches at _____ and having our Registered Office/ Head Office at _____ do hereby unconditionally and irrevocable guarantee and undertake to pay to the "Owner" immediately on demand without any demur, reservation, protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____) only. Any such claim / demand made by "Name of the work to be written" Said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the tenderer. This guarantee shall be irrevocable and shall remain valid upto _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ on whose behalf this guarantee is issued.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Owner in writing and agree that any change in the constitution of the said Consultant or the said Bank shall not discharge our liability hereunder.

In witness where of the Bank, through its authorized offices has set its hand and stamp on this _____ day of _____ 200 ____ at _____

Witness

Signature

Name

Official Address

Signature

Name

Designation with Bank Stamp

Attorney as per power of Attorney
No. _____

Date : _____

Note : The stamp papers of appropriate value shall be purchased in the name of "Bid Guarantee issuing Bank"

BANK GUARANTEE PROFORMA IN LIEU OF PERFORMANCE SECURITY

Bank Guarantee to be executed on non-judicial stamped paper worth Rs.100.00 (Rupees hundred only).

1. In consideration of the _____, Orissa Industrial Infrastructure Development Corporation (hereinafter called "The Corporation having agreed to allow (M/s _____) (hereinafter called "the said Contractor _____ terms and conditions of an agreement no. _____ (_____ date _____) made between the Corporation and (M/s _____) for supply of materials (as detailed in the said agreement) and for the due fulfillment by the said Consultant(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs. _____) we (_____) (hereinafter referred to "the Bank") do hereby undertake to pay the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused or suffered by the Corporation by reason of any breach by the said Consultant(s) of any of the terms of conditions contained in the said agreement.

2. We (_____) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation Stating that the amount claimed is due from the Corporation Stating that the amount claimed is due by way of loss or damage caused to or suffered by the Corporation by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said agreement or by reason of the Consultant(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We (_____) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or the (_____) Orissa Industrial Infrastructure Development Corporation, certifies that the terms and conditions of the said agreement have been full and properly carried out by the said Consultant (s) and the guarantee shall then be in-effective.
Unless a demand or claim under this guarantee is made on us in writing or before the (_____) we shall be discharged from all liability under this guarantee thereafter.

4. We (_____) further agree that the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of

performance by the said Consultant(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We (_____) lastly undertake not to revoke this guarantee during its currency.

6. Notwithstanding what is stated above the guarantee is valid upto (_____) from the date of execution and our liability therein is limited to a maximum of Rs. _____ unless a suit or an action to enforce a claim under the guarantee is filed against (_____) on or before (_____) all rights of the Orissa Industrial Infrastructure Development Corporation, under the guarantee, shall be forfeited and the said Bank shall be released and discharged from all liabilities there under.

Date at _____ the _____ day of _____ two thousand _____.

- N.B. :
1. Name of the Consultant.
 2. Number and date of order/agreement.
 3. Name of the Bank.
 4. Name of the Division Office.
 5. Validity period or date up to which the guarantee is valid.

Signature of the Constituent
Authority of the Bank With Seal

A. STATUS OF CONSULTANT

S.no	Name	Status & percentage share/ Partnership Holding	Address	Phone/ mobile no	
Name and contact Details of responsible person who will deal with IDCO.			Name of person		
			Designation		
			Phone no (Office) with STD Code		
			Phone no (Residence)		
			Mobile no		
			Email ID		

B. STATEMENT OF CREDENTIALS

PLEASE ATTACH SEPARATE ADDITIONAL SHEETS WHEREVER NECESSARY

DETAILS OF FIRM/ COMPANY/ CONSULTANT

1	Name of Firm				
1.1	Year of Establishment				
1.2	Type of Firm	Sole Proprietorship	Partnership Firm	Private Limited	Public Limited
2	Address of Registered Office with Telephone / Fax/ Mobile No				

2.1	Telephone no with STD Code	
2.2	Fax No	
2.3	Mobile No	
2.4	Email ID/web site details	
2.5	Total floor area of the office in SFT	
3	Address of branch office with telephone /fax/ mobile numbers/ Email Address	
3.1	Telephone number with STD code branch office	
3.2	Fax Number branch office	
3.3	Mobile numbers Branch office	
3.4	Email ID and web site details branch office	
3.5	Total floor area of the above in SFT branch office	
4	Name and Address of Proprietors/ Partners, Directors. Share holder	Please attach copy of partnership deed/ Memorandum/ Article of association of the firm.

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Orissa Industrial Infrastructure Development Corporation as indicated below :

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Orissa Industrial Infrastructure Development Corporation as indicated below:

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by Orissa Industrial Infrastructure Development Corporation as indicated below:

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Orissa Industrial Infrastructure Development Corporation shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of Consultant:

Place:

Date :

Name of Signatory : _____

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

We hereby declare that our firm, our associate / group firm/company/ entity (any of the members of the consortium or joint venture) are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm/company/entity:

Address:

DECLARATION "A"

We declare that we do not have employee who is related to any officer of the corporation / central/ State Government

We have the following employee working with us who are near relatives of the officer of the Corporation/ central/ State Government

Name of the Employee Of the Consultant	Name and Designation of the Officer of the Corporation/ Central/State Government
---	--

1.-----

2.-----

3.-----

Date :

Place:

Signature & Seal

DECLARATION "B"

The Consultant is required to state whether he is relative to any Director of our Corporation or the Consultant is a firm in which any Director of our Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Consultant is a private company in which Director of our corporation is a member or Director.

Name of the Consultant / and his relation with the Director in our Corporation-----

Name of the Director of the Corporation who is related to the Consultant /firm-----

Name of the Director of the Corporation who is a member or a Director of the firm/ Consultant -----

DECLARATION "C"

Offer is required to state whether they have employed any retired Director and above rank officer or Orissa Industrial Infrastructure Development Corporation. If so details are to be submitted here under

1. Name of person:
2. Last post in IDCO:
3. Date of retirement
4. Date of employment in firm:

Date:

Place:

Signature of Tenderer with Seal

**SECTION 5
FINANCIAL PROPOSAL**

FORM 5A
FINANCIAL PROPOSAL SUBMISSION FORM

**Orissa Industrial Infrastructure Development Corporation
(A Govt. of Orissa Undertaking)**

INVITATION OF EXPRESSION OF INTEREST

NOTICE NO : HO. :S& Date

NAME OF THE WORK: CONSULTANCY SERVICES FOR ARCHITECTURAL PLANNING, STRUCTURAL DESIGN & PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF IT / ITES CORPORATE TOWER OF IDCO AT CHANDA INDUSTRIAL AREA, PATIA BHUBANESWAR, ORISSA

TENDER SCHEDULE

PART-II

PRICE BID

TO BE SUBMITTED IN ENVELOPE 'B'

SIGNATURE OF THE TENDERER WITH SEAL

INVITATION OF EXPRESSION OF INTEREST			
NOTICE NO : HO. : P&C/EST-E-788/03/2008- 14717 DATE. 02.08.2008			
RATE SCHEDULE			
Sr. No	ITEM	RATE IN FIGURES	RATE IN WORDS
1	DESIGN,ARCHITECTURAL CONSULTANCY,PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF IT/ITES ORPORATE TOWER OF IDCO at Chandaka Industrial Area, Patia, Bhubaneswar, Orissa	In % of Project cost. Project cost is considered as Rs. 40,00,00,000 (Rupees forty crores)	Project cost is considered as Rs. 40,00,00,000 (Rupees forty crores)
FEE BREAK -UP			
1a.	Architectural, Structural Design, DPR and Bid Process Management etc.	40 % of quoted price	
1b.	Project Management Consultancy	60 % of quoted price	
	Note : The above rate is excluding service tax. Service tax as applicable at the time of payment shall be paid separately at current rate		
	Note: Estimated cost not include the cost of land and statutory payments those to be paid by IDCO.		
We have read and understood all tender documents and Then have quoted the above rate.			
Date :		Signature of the Tenderer with Seal	
Place:			

N.B: This is a sample form. Rate shall not be quoted in Technical Bid

SECTION 6
FORM OF CONTRACT

CONTRACT FOR CONSULTANTS' SERVICES

Between

[Name of the Client]

And

[Name of the Consultants]

Dated: _____

**CONSULTANCY SERVICES
FOR ARCHITECTURAL PLANNING, STRUCTURAL DESIGN & PROJECT MANAGEMENT SERVICES
FOR CONSTRUCTION OF IT / ITES CORPORATE TOWER OF IDCO AT CHANDA INDUSTRIAL AREA,
PATIA, BHUBANESWAR, ORISSA**

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2010, between on the one hand, Chief General Manager (P&C), Orissa Industrial Infrastructure Development Corporation (A Government of Orissa Undertaking) IDCO Towers, Janpath, Bhubaneswar (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

[Note - If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

“(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants").

WHEREAS

- (A) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (B) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE THE parties hereto hereby agree 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 (hereinafter called "GC");
 - (b) The Special Conditions of Contract (hereinafter called "SC");
 - (c) The following Appendices:

Appendix A: Terms of Reference (Description of the Services)

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Consultants

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

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

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By _____

(Authorised Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANTS]

By _____

(Authorised Representative)

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

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of the Member]

By
(Authorised Representative)

[Name of the Member]

By
(Authorised Representative)

SECTION 7

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

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GENERAL CONDITIONS OF CONTRACT (GC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the parties, to which these general conditions of contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with the clause 6;
- (d) "GC" means the General Conditions of the Contract;
- (e) "Government" means the Government of Client's Country (Government of India);
- (f) "Local currency" means the currency of the Government (Rupees);
- (g) "Member", in case the consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract;
- (h) "Party" means the Clients or the consultants, as in case may be, and Parties means both of them;
- (i) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (j) "SC" means the Special Conditions of the Contract by which these General Conditions may be amended or supplemented;
- (k) "Services" means the work to be performed by the consultants pursuant to this contract as described in Appendix A; and
- (l) "Sub-consultants" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (m) "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.
- (n) "Effective Date" means the date on which this contract comes into force and effective in pursuant to Clause G.C. 2.1

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 Client 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.

1.3 *Law Governing the Contract*

This Contract, its meaning 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 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). 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/courier, telex, telegram or facsimile to such Party at the address specified in the SC.
- (2). Notice will deem to be effective as specified in the SC.
- (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 and, where the location of a particular task is not so specified, at such locations, whether in Orissa or elsewhere, as the Client may approve.

1.8 *Authority of Member-in-Charge*

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorise the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation of instructions and payments from the Client.

1.9 *Authorized Representative*

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

1.10 *Taxes and Duties*

Unless otherwise specified in the SC, Consultants, Sub-Consultants and their personnel shall pay such taxes, duties, fees and other impositions as maybe levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and Termination of Contract**

2.1 *Effectiveness of Contract*

This Contract shall come into force and effect on the date ("Effective Date") of the Client'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 fails to 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 4 (four) 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 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 the Contract*

Unless terminated earlier pursuant to clause 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 specified in SC.

2.5 *Entire Agreement*

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

2.6 *Modification*

Modification of the terms and conditions of this contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 *Force Majeure*

2.7.1 *Definition*

(a) For the purpose 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 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 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 under the contract shall not be considered to be a breach of, or default under this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such an 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 minimise the consequences of any event of Force Majeure.

2.7.4 Extension of Time

Any period, within which a party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for additional costs reasonably incurred by them during such period for the purposes of the Services and reactivating the Services after the end of such period.

2.7.6 Consultations

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing an appropriate measures to be taken in the circumstances.

2.8 *Suspension*

The Client 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 Client

The Client 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 (g) of this Clause GC 2.9.1, terminate the Contract:

- (a) if the consultants do not remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove,
within thirty (30) days' of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the consultants fail to comply with any final decision reached as a result of the arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) 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;
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or,
- (g) If the consultant, in the judgement of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

2.9.2 By the Consultants

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

- (a) if the Client 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 Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or,
- (d) if the Client fails to comply with any final decision reached as 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 SC 2.9 hereof, or upon expiration of this Contract GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations 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

Under 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 expenditure for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payments upon Termination

Upon termination of this Contract pursuant to Clause GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Client):

- (a) remuneration pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and,
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Consultants' personnel and their eligible dependents.

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 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants

3.1 *General*

3.1.1 Standards 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 methods. The Consultants shall always act, in respect of any matter relating to this Contract or Services, as faithful advisers to the Client, and shall at all times support and safeguard the Clients' legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practical steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultants and any Sub-Consultants in writing of relevant local customs and the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 *Conflict of Interests*

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

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

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-Consultant and any entity affiliated with the Sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants 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 of the following activities:

- (a) during the term of this Contract, any business or professional activities in the country (India) which will conflict with the activities assigned to them under this Contract; and,
- (b) after the termination of this contract, such other activities as may be specified in the SC.

3.3 *Confidentiality*

The Consultants, their Sub-Consultants, and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 *Liability of 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 Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 *Accounting, Inspection and Auditing*

The Consultants (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 charges and cost, and the bases thereof (including such bases as may be specifically refer to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the 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 Client.

3.7 *Consultants' Actions Requiring Client's Prior Approval*

The consultants shall obtain Client's prior approval in writing before taking any of the following actions unless otherwise specified in the SC:

- (a) appointing such members of the Personnel as listed in "Key Personnel and Sub consultants" merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC.

3.8 *Reporting Obligations*

The Consultants shall submit to the Client the reports and documents in specified form, in the numbers, and within the periods set forth in the said Appendix.

3.9 *Documents Prepared by the Consultants to be the Property of the Client*

All plans, drawings, specifications, designs, reports and other documents submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future of these documents, if any, shall be specified in the SC.

3.10 *Equipment and Materials Furnished by the Client*

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment in accordance with the Client's instruction. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at their own expense in an amount equal to their full replacement value.

3.11 *Performance Security*

The Consultants shall be required to deposit 5% of the Contract price as performance security. The Performance security shall remain valid up to 45 days beyond the stipulated completion period. In case Time extension is granted by IDCO, the Consultant shall extend the period of validity of the performance security for equivalent extension period. Amount of Performance security shall be in shape of demand draft payable at Bhubaneswar or in shape of a Bank Guarantee in the prescribed format from any Nationalized Bank in favour of "Orissa Industrial Infrastructure Development Corporation".

4. Consultants' Personnel

4.1 *General*

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

4.2 *Description of Personnel*

- (a) The titles, estimated period of engagement and qualification criteria (educational/professional qualification and experience) for the Consultants' Key Personnel and other Professional Personnel are described in RFP.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, the engagement of Key Personnel may be made by the Consultants by written notice to the Client subject to the condition that the Consultants are not entitled to get any additional payments on this account.
- (c) If additional work is required beyond the Scope of Services specified in RFP, the Consultants shall, if so advised/required by the Client, render such additional assistance at mutually agreed rates on the basis of actual person-months utilized and other reimbursable costs (such as travel, accommodation, local transport, communication).

4.3 *Approval of Personnel*

- (a) The Key personnel and the Sub-Consultants listed by titles as well as by name in Appendix – C is hereby approved by the Client. In respect of other key personnel, which the Consultants proposed to use in carrying out the services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objections) within twenty one (21) calendar days from the date of receipt of such biographical data and such certificate, such key-personnel shall be deemed to have been approved by the Client.
- (b) The biographical data must be signed by the Key personnel and/or Authorised Representative of the Consulting Firm.

4.4 *Working Hours, Overtime, Leave etc.*

- (a) For this Consultancy Services, it would be up to the Consultants to engage the staff as per his programme provided that such a programme ensures timely completion of the Services as per this Contract unless it is beyond the reasonable control of the Consultants to adhere to the schedule. Such events i.e. events beyond the reasonable control of the Consultants are described in this Contract. No additional payments would be made to the Consultants by the Client on this account.

- (b) Taking of any leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes would not delay the progress and Services. Further, prior approval of the Client shall be required for taking leave by the Key Staff of the Consultants

4.5 Removal and /or Replacement of Personnel

- (a) After award of the contract, the Client expects all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of one-third of the key personnel. In case of replacements, the consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacement.
- (b) The CVs of the Key Personnel would have to be got approved by the Client before they are mobilized by the Consultants. The Client would arrange to communicate such approvals within a period of 15 days of the receipt of the CVs. In case no communication is received from the Client within the stipulated period of 15 days, CVs would be deemed to be approved.
- (c) Except as the Client may otherwise agree no changes shall be made in the Key Personnel once approved by the Client. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (d) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (e) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

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

- (a) provide the documents as shall be necessary, to enable Consultants, Sub-Consultants and Personnel to perform the Services;
- (b) 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 Services;
- (c) provide the Consultants, Sub-Consultants and Personnel any such other assistance and exemptions as specified in the SC.

5.2 Access to Land

The Client warrants that the Consultant shall have free of charge unimpeded access to all land in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the consultants and each of the personnel in respect of liability for any such damage unless such damage is caused by the default or negligence of the Consultants/any Sub-consultants or the Personnel of either of them.

5.3 *Change in the Applicable Law*

The Consultants shall not be entitled to be compensated except in the case of the Service Tax should there be any change in the Applicable Law with respect to taxes and duties after the date of this Contract.

The Consultants shall be entitled to be paid the Service Tax as per the Applicable Law.

5.4 *Services, Facilities and Property of the Client*

Besides those listed under in scope, the Client shall provide to the Consultants following Services and Facilities, if so available with the Client:

- (a) data, reports and documents on road and cross-drainage (including bridges) inventory (including location and length and relevant district maps showing the project roads), prioritization of segments, historical traffic volume, traffic characteristics data, possible construction material sources, schedule of rates immediately upon the award of the Services so as to enable the Consultants to commence the Services without any delays;
- (b) rates of the various items of Works from the on-going and past Works;
- (c) standard documents issued, if any, by the Client in regard to the design and construction of roads.

5.5 *Payment*

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

6. *Payments to the Consultants*

6.1 *Currency of Payment*

The payments for the Services for this Contract shall be payable in Indian Rupees.

6.2 *Mode of Billing and Payment*

- (a) The billing and payments in respect of the Services shall be made to the Consultants as specified in the SC.
- (b) All payments under this Contract shall be made to the bank account of the Consultants in form of Cheques.

7. *Fairness and Good Faith*

7.1 *Good Faith*

The Parties undertake to act in good faith in 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 (which provision is not mentioned specifically in the contract document), 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 on failure to agree on any action pursuant to this Clause shall have right to dispute subject to arbitration in accordance with Clause GC 8 thereof.

8. Settlement of Disputes

8.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all the disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

II. SPECIAL CONDITIONS OF CONTRACT (SC)

GC Clause Reference	Amendments of, and supplements to, Clauses in the General Conditions of Contract																								
1.4	The language is English.																								
1.6 (1)	<p>The addresses are:</p> <table border="0"> <tr> <td data-bbox="427 443 743 468">Client</td> <td data-bbox="751 443 1385 468">Government of Orissa</td> </tr> <tr> <td data-bbox="427 474 743 499">Mailing Address</td> <td data-bbox="751 474 1385 583">Head – S&I, PMU, Orissa industrial infrastructure Development Corporation (A Government of Orissa Undertaking) IDCO Towers, Janpath, Bhubaneswar</td> </tr> <tr> <td data-bbox="427 615 743 640">Attention</td> <td data-bbox="751 615 1385 640">Head = S&I, PMU,</td> </tr> <tr> <td data-bbox="427 688 743 714">Telephone</td> <td data-bbox="751 688 1385 714">+91-674-2542869</td> </tr> <tr> <td data-bbox="427 745 743 770">Facsimile</td> <td data-bbox="751 745 1385 770">+91-674-2542869</td> </tr> <tr> <td data-bbox="427 802 743 827">Email</td> <td data-bbox="751 802 1385 827">mis@idco.in</td> </tr> <tr> <td data-bbox="427 875 743 900">Consultants</td> <td data-bbox="751 875 1385 900"></td> </tr> <tr> <td data-bbox="427 907 743 932">Mailing Address</td> <td data-bbox="751 907 1385 932"></td> </tr> <tr> <td data-bbox="427 938 743 963">Attention</td> <td data-bbox="751 938 1385 963"></td> </tr> <tr> <td data-bbox="427 970 743 995">Telephone</td> <td data-bbox="751 970 1385 995"></td> </tr> <tr> <td data-bbox="427 1001 743 1026">Facsimile</td> <td data-bbox="751 1001 1385 1026"></td> </tr> <tr> <td data-bbox="427 1033 743 1058">Email</td> <td data-bbox="751 1033 1385 1058"></td> </tr> </table>	Client	Government of Orissa	Mailing Address	Head – S&I, PMU, Orissa industrial infrastructure Development Corporation (A Government of Orissa Undertaking) IDCO Towers, Janpath, Bhubaneswar	Attention	Head = S&I, PMU,	Telephone	+91-674-2542869	Facsimile	+91-674-2542869	Email	mis@idco.in	Consultants		Mailing Address		Attention		Telephone		Facsimile		Email	
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Consultants																									
Mailing Address																									
Attention																									
Telephone																									
Facsimile																									
Email																									
1.9	<p>The Authorised Representatives are:</p> <table border="0"> <tr> <td data-bbox="427 1125 743 1150">For the Client</td> <td data-bbox="751 1125 1385 1270">Head – S&I, PMU Orissa industrial infrastructure Development Corporation (A Government of Orissa Undertaking) IDCO Towers, Janpath, Bhubaneswar</td> </tr> <tr> <td data-bbox="427 1297 743 1323"></td> <td data-bbox="751 1297 1385 1381">On signing of Agreement with the Consultant , all matters concerning the project will be under the control of Chief General Manager (CGM) of IDCO</td> </tr> <tr> <td data-bbox="427 1388 743 1413">For the Consultants</td> <td data-bbox="751 1388 1385 1413"></td> </tr> </table>	For the Client	Head – S&I, PMU Orissa industrial infrastructure Development Corporation (A Government of Orissa Undertaking) IDCO Towers, Janpath, Bhubaneswar		On signing of Agreement with the Consultant , all matters concerning the project will be under the control of Chief General Manager (CGM) of IDCO	For the Consultants																			
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For the Consultants																									
1.10	<p>Taxes and Duties</p> <p>The Consultants and personnel shall pay the taxes (except Service Tax), fees, duties, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>The Consultants shall be paid the Service Tax as per the Applicable Law.</p>																								
2.1	<p>The effectiveness conditions are the following:</p> <p>(a) Approval of the Contract by the Client,</p> <p>(b) The Consultants submit the Performance Security of the required amount.</p>																								

GC Clause Reference	Amendments of, and supplements to, Clauses in the General Conditions of Contract
2.2	The time period for approval of Contract shall be six months from the date of submission of Bid.
2.3	The time period for submission of Performance Security shall be two weeks from the date issue of LoA.
2.4	The total Construction time period shall be 18 months
2.7.5	<p>In case of Force Majeure, the Consultants shall be paid for the demobilisation of the team, if so required, based on the actual expenditure on the account and as agreed by both Parties. However, a skeletal staff, as agreed by the Client in writing, shall be maintained during the period so as to assist the Client in project related matters. The payments during this period shall be payable to the Consultants on the basis of actual expenditure and rates as agreed by the Client.</p> <p>The cost of re-mobilisation of the teams shall be reimbursed by the Client in case the Force Majeure is resolved based on actual expenditure as above.</p>
3.4	<p>Limitation of the Consultants' Liability towards the Client</p> <p>(a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Clients property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) For any indirect or consequential loss or damage; and, (ii) For any direct loss or damage that exceeds (A) the total payment of Professional Fees made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher. <p>(b) This limitation of the liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>
3.5	<p>The risks and the coverage shall be:</p> <ul style="list-style-type: none"> (a) Third party motor vehicle liability insurance as required under Motor Vehicle Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-Consultants or their Personnel, for the period of Consultancy; (b) Third party liability insurance, with a minimum coverage for Rs.10 Lakh for the period of consultancy; (c) Employer's liability and workers' compensation insurance in respect of Personnel of the Consultants and of any Sub-consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (d) The general professional liability insurance already taken by the Consultants shall be more than the fee receivable under this Contract. The Consultants shall ensure the inclusion of the project in their general professional liability insurance for a period of five years from the completion of the project. (e) Insurance against loss of or damage to any documents prepared by the Consultants in the performance of the Services.

GC Clause Reference	Amendments of, and supplements to, Clauses in the General Conditions of Contract
3.9	The Consultants shall not use these documents for purposes unrelated to this Contract without the prior approval of the Client. Both hard and soft copies of the reports and documents prepared by the Consultants for the project shall be handed over to the Client immediately upon the completion/termination of this Contract.
4.1	Add the following at the end of Clause GC 4.1: The details of the Sub-Consultants proposed to be employed by the Consultants for any specific tasks under the Project, shall be furnished to the Client for approval. The Client would take measures to ensure that such approvals are promptly communicated (within two weeks) to ensure that tasks are completed as per the Consultants' schedule.
4.5 (c)	Add the following at the end of Clause GC 4.5 (c): Furthermore, any replacement shall be approved by the Client.
6.4 (a)	Payment Schedule

The consultant will be paid consultancy fee as a percentage of the contract value as per the schedule below

A. For Architectural Planning, Structural Design, Bid and Bid process Management and DPR

SI no	DESCRIPTION	PAYMENT (% of total Amount)	Completion Time
1.	i) Taking project brief from the Corporation, preparation of preliminary alternative plans (3 alternatives), soil investigation & other details as required by the Corporation.	15%	90 days from the date of work order
	ii) Incorporation of suggestion, modifications etc. & submission of revised alternatives with sectional & Perspective views, in sufficient details to facilitate final choice by the Corporation.		
	iii) Preparation of detailed plans, elevations etc. of selected alternative showing interior layouts of each facility & individual spaces including conducting complete soil investigation as required for designing the buildings..		

	<p>iv) Incorporation of suggestions, modifications etc. and submission of revised drawings/ schemes. During final approval, in case certain changes are suggested, the same shall be incorporated in revised drawings.</p> <p>v) Preparation and approval of Schedule of Finishes</p> <p>vi) Preparation & submission of drawings and documents required for statutory approval</p> <p><u>The consultant shall present the preliminary project report to the client and after discussion shall firm up details. Consultant shall carryout detailed Engineering studies and prepares the final planning & design, drawings and Detail Project Report (DPR). The DPR shall also include preparation of cost estimate, BOQ, specifications, work programme etc</u></p> <p>Note: Payment to be released on acceptance details by IDCO.</p>		
2.	<p>Preparation simultaneously document for Submissions of drawings/ documents as required by various statutory authorities and obtaining all necessary approvals related to the construction of Multistoried IT / ITES and Corporate Tower.</p> <ul style="list-style-type: none"> f) Environmental Clearance from Statutory Authorities g) Chief Fire Officer h) Civil Aviation i) BDA Approval j) All Construction Approvals from Statutory Authorities <p><u>It is expected that Consultant will get the entire process done within 60 days period in getting approvals / Clearances for which consultant need to start the documentation process parallel with the DPR phase.</u></p> <p>All original approvals are to be handed over to IDCO. The list given above is only indicative, however the consultant shall be required to obtain all necessary statutory approvals required for construction of building.</p> <p>Note : Payment to be released on receipt of Clearances / Approvals.</p>	10%	60 days from the date of acceptance of DPR

3.	<p>On getting the approval consultant will make the changes and preparation of package wise tender documents along with detailed specifications, drawings including Structural Design of Building, RCC drawings, BOQ with take off sheets, cost estimates with rate analysis for the following packages for Tender purpose along with complete Bid document :</p> <ul style="list-style-type: none"> i) RCC Design / Foundation / Civil Works ii) HT & LT Electrical works iii) Plumbing, Sanitary Work iv) Fire Alarm & Fighting Work v) Exterior Façade vi) Lifts vii) HVAC viii) Interior Work including furniture ix) Telephone & LAN Work x) Canteen Equipment & Furniture xi) Building Management System xii) Access Control System xiii) Landscaping and Horticulture xiv) Miscellaneous works such as special equipment for training hall, conference hall, pantry, storage racks, EPABX, rain water harvesting, Corporate Logo and Building Model etc. <p>Note : Payment will be released only after review and acceptance of detail</p> <p><u>Consultant is required to assist IDCO in each step of Bid Process Management</u></p>	15%	30 days from getting the statutory approvals / clearances
4.	<p>Supervision of Work & Preparation of detailed construction drawings on continuous basis during currency of the project. Payment will be made based on pro-rata progress of works at site to be calculated with respect to contractor's bills certified for payment by consultant during construction period.</p>	55%	18 months from award of contract to the Construction Agency.
5.	Completion certificate	5 %	One month from completion of construction.

B. PAYMENT SCHEDULE (for Project Management Consultancy)

1. Commencement of the work after mobilization of Contractor	10%
2. End of first Quarter	10 %
3. End of Second quarter	15%
4. End of third Quarter	15%
5. End of Fourth Quarter	15%
6. End of Fifth Quarter	15%
7. End of Sixty Quarter	15%
8. Completion Certificate	5 %

Note :

1. In case the project gets held up due to want of statutory approvals or otherwise, payment will be restricted to 20 % of the total consultancy amount. under **Item – A of Payment schedule.**
2. The list of tender packages indicated are only indicative and to complete the work in totality, additional tender packages should be invited if needed.
3. The schedules for inviting tenders to be submitted after clearance of Drawings/ plans from IDCO & the tender documents as required with all the details within one month from getting the statutory approvals.
4. The time allotted for the DPR phase is fixed and shall not be extendable. for period exceeding beyond THREE Months. IDCO will have liberty to cancel the contract and forfeit the security deposit of the consultant if there is any delay made by the consultant in submission of DPR due to the reason purely attributed to non performance of Consultant.. IDCO may consider providing time extension on genuine reasons if required.
5. In case the Contract for any or all packages are granted extension of time or completed ahead of schedule during project execution phase, the Contract amount of the Consultancy for the supervision assignment be increased or decreased proportionately for the delayed or reduced period.
6. Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be decided by the Chairman-cum-Managing Director (CMD) of Orissa industrial infrastructure Development Corporation (IDCO), Bhubaneswar. In case of the consultants disagreement he can represent his grievance to the Chairman-Cum-Managing Director, IDCO. The decision of Chairman-cum-Managing Director, IDCO shall be binding on the consultant.

Chairman-cum Managing Director
Orissa industrial infrastructure Development
Corporation (IDCO), Bhubaneswar

SECTION 8
SITE MAP

