

REQUEST FOR PROPOSAL

Selection of Consultancy Agency for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including DMF



**Convergence Cell
Planning & Convergence Department,
Government of Odisha,
Bhubaneswar**

Tender No: Conv-1/2017-18

Date: 12.05.2017

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REQUEST FOR PROPOSAL

No.Conv-1/2017-18

Dated: 12.05.2017

Selection of Consultancy agency for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)

Planning and Convergence Department, Govt. of Odisha invites sealed proposal from the eligible bidders for “Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)”. Bidders fulfilling the eligibility criteria can access and download the complete RFP Document and other details from www.odisha.gov.in/pc

The major events under bid process are:

Sl. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	12.05.2017
2	Last Date for Submission of Bid	05.06.2017 up to 5:00 PM
3	Date of Opening of Technical Bid	06.06.2017 at 12.00 Noon
5	Date of Opening of Financial Bid	16.06.2017

The proposal complete in all respect must reach the undersigned through **Speed Post/ Registered Post/ Courier** only latest by **05.06.2017 up to 5:00 PM** in a sealed envelope clearly mentioning on the top of it “**REQUEST FOR PROPOSAL – Selection of Consultancy agency for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)**”. The proposals received beyond the last date will be rejected. The authority reserves the right to reject any/all proposals without assigning any reason thereof.

**Additional Secretary to Government
Convergence Cell,
Planning & Convergence Department,
Government of Odisha, State Secretariat,
Bhubaneswar-751001
Website: <http://www.odisha.gov.in/pc>
Email: convergence.pc@gmail.com
Phone: 0674-2394207**

BIDDER DATA SHEET

S. No.	Particular	Details
1	Tender No.	Conv-1/2017-18
2.	Name of the Client	Planning and Convergence Department, Government of Odisha.
3.	Name of the Assignment	Selection of Consultancy Agency for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)
4.	Method of Selection	Combined Quality and Cost Based Selection (CQCBS) Method
5.	Availability and Downloading of RFP Document	http://www.odisha.gov.in/pc
6.	Date of Issue of RFP	12.05.2017
7.	Deadline for submission of Pre Bid Query	22.05.2017 up to 5.00 PM Email: convergence.pc@gmail.com
8.	Pre Bid Meeting	25.05.2017 at (11.00 AM)
9.	Publishing of Pre-Bid Clarification	27.05.2017
10.	Last Date and Time for Submission of Bid	05.06.2017 up to 5.00 PM
11.	Date for opening of Technical Proposal	06.06.2017 at 12.00 Noon
12	Date of presentation of Technical Proposal	09.06.2017 at 11.00 A.M.
13.	Date of opening of Financial Proposal	16.06.2017 at 4.00 PM
14.	Expected Date for Commencement of Assignment	1 st July, 2017
15.	Bid Processing Fee (Non-Refundable)	Rs. 10,000/- (Five Thousand Only) in INR, in shape of Banker's Cheque / Demand Draft in favour of "DDO-cum- Under Secretary to Government, Planning and Convergence Department, Government of Odisha" drawn on any scheduled commercial bank payable at Bhubaneswar.
16.	Earnest Money Deposit (EMD) (Refundable)	Rs. 5.00 lakh/- (Fifty Thousand Only) in shape of Banker's Cheque / Demand Draft in favour of "DDO-cum- Under Secretary to Government, Planning and Convergence Department, Government of Odisha" drawn on any scheduled commercial bank payable at Bhubaneswar.
17.	Address for submission of proposal	Additional Secretary to Govt. Convergence Cell, Planning & Convergence Department, Government of Odisha, State Secretariat, Bhubaneswar-751001 Mode of Submission: Speed Post / Registered Post / Courier only to the address as specified above during the office hour only. Submission of proposal through other mode and late bid will be rejected.
18.	Place of Opening of Proposal/ Presentation of the Technical proposal	Conference Hall, Planning & Convergence Department, Government of Odisha, State Secretariat, Bhubaneswar-751001 Tel no: 0674 - 2394207

I. Letter of Invitation

RFP No:

Title of the Consulting Service: Selection of Consultancy Agency for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)

1. Planning & Convergence Department, Government of Odisha invites proposals from consultancy agencies as per the attached RFP document for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF). Details of the scope of work and services expected from the consultants are provided in the Terms of Reference in this RFP document. A firm will be selected under **Combined Quality and Cost-Based Selection (CQCBS)** procedures described in this RFP.
2. The RFP includes the following documents:
 - I. Letter of Invitation
 - II. Information to Consultants (including Data Sheet)
 - III. Pre-Qualification Proposal - Standard Forms
 - IV. Technical Proposal - Standard Forms
 - V. Financial Proposal - Standard Forms
 - VI. Terms of Reference
 - VII. Standard Forms of Contract
3. While all information/data given in the RFP are, to the best of the client's knowledge, accurate within the consideration of scope of the proposed assignment, client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The client reserves the right to accept / reject any/all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Yours sincerely,

**Additional Secretary to Government,
Convergence Cell,
Planning & Convergence Department,
Government of Odisha, Bhubaneswar**

II. Instruction to Consultants

PART - A

STANDARD

Definitions

- a. “Employer” means Planning & Convergence Department, Government of Odisha.
- b. “Consultant” means any entity or person that will provide the Services to the Employer under the Contract.
- c. “Contract” means the Contract signed by the Parties as detailed in the attached documents listed in Clause 1, that is, the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- d. “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment and conditions.
- e. “Day” means calendar day.
- f. “Government” means the Government of Odisha.
- g. “Instructions to Consultants” (Part-II of the RFP) means the document which provides interested Consultants with necessary information to prepare their Proposals.
- h. “LOI” (Part-I of the RFP) means the Letter of Invitation being sent by the Employer to the Consultants.
- i. “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.
- j. “Proposal” means the Pre-Qualification Proposal, Technical Proposal and the Financial Proposal.
- k. “RFP” means the Request For Proposal to be prepared by the Employer for the selection of Consultants, based on the SRFP.
- l. “Assignment / job” means the work / services to be performed by the Consultant pursuant to the Contract.
- m. “Terms of Reference” (TOR) means the assignments included in the RFP under Part-VI, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

Introduction

- 1.1 Convergence Cell, Planning & Convergence Department, Government of Odisha will select a consulting firm/ organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.
- 1.2 The name of the assignment/Job has been mentioned in Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Part-VI.
- 1.3 The date, time and address for submission of the proposals has been given in Data Sheet.
- 1.4 Interested Consultants are invited to submit a Pre-Qualification Proposal, Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal, technical presentation, and any clarifications provided by the Consultant along with the Terms of Reference provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.5 Consultants should familiarize themselves with the scope of work and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and scope of work, Consultants are encouraged to visit the Employer before submitting a proposal and to attend a pre-bid conference. Attending the pre-bid conference is optional. Consultants should contact the Employer's representative named in the Data Sheet to obtain additional information on the pre-bid conference. The Employer will timely provide at no cost to the Consultants the inputs and facilities including: administrative support, office space, equipment, data, etc. and make available relevant project data and reports.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.7 Employer requires that consultants shall provide professional, objective, and impartial advice and at all times *hold the Employer's interests paramount*, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work.

- 1.8.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting Activities

- i. A firm that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

Conflicting Assignments

- ii. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Employer

Conflicting Relationships

- iii. A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment/ job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 1.8.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 1.8.3 No agency or current employee of the Employer shall work as Consultants under their own Departments or Agencies.

Unfair Advantage

1.8.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Employer shall make available to all other Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.9 It is required that Consultants participating in the bid adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

The Employer:

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official, in the selection process or in contract execution;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- b) will reject a proposal for award, if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

1.10 The Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Only one Proposal

- 1.11 A Consultant may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same individual experts, to more than one proposal.

Proposal Validity

- 1.12 The Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the opening date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.

2. Clarification and Amendment of the RFP Document

- 2.1 Consultants may request a clarification in the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet. The Employer will respond in writing by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under next para.
- 2.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum / corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an

amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposal

- 3.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal. The Proposal consists of 3 parts (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposal. Any deviation to the format of submission will result in rejection of the bids.
- 3.3 While preparing the Pre-Qualification Proposal and Technical Proposal, Consultants must give particular attention to the following:
 - (a) The estimated number of professional staff with months / tenure for the assignment / job is shown in the Data sheet. However, the proposal shall be based on the number of professional staff – months / tenure or budget estimated by the Consultants. While making the proposal, the consultant must ensure that it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (c) Documents to be issued by the Consultants as part of this assignment must be in English language.

Pre-Qualification Proposal and Technical Proposal Format and Content

- 3.4 Consultants are required to submit the Pre-Qualification proposal and the Technical Proposal (TP). The Data Sheet indicates the format of the Pre-Qualification Proposal and Technical Proposal to be submitted. Submission of the wrong type of Pre-Qualification and Technical Proposal will result in the Proposal being deemed non-responsive.
- 3.5 The Pre-Qualification Proposal shall provide the information as required in Data Sheet Para 5 using the attached Standard Forms (Part-II) and shall provide all documentary evidence for the same.
- 3.6 The Technical Proposal shall provide the information indicated in the following paras, from (a) to (f), using the attached Standard Forms (Part-IV).

- a) For the TP: a brief description of the Consultants' organization and an outline of recent experience of the Consultants on assignments of a similar nature is required in Form TECH-2 of Part-IV. For each assignment, the outline should indicate the names of Sub-Consultants / Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience, if so requested by the Employer.
 - b) For the TP: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Part-IV). Consultants should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.
 - c) For the TP, a description of the approach, methodology and work plan for performing the assignment covering technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Part-IV. The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Part-IV).
 - d) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Part-IV).
- 3.7 The Pre-Qualification Proposal and Technical Proposal (Original, Copy and CDs) shall not include any financial information. A Pre-Qualification Proposal or Technical Proposal containing financial information shall be declared non responsive.

Financial Proposals

- 3.8 The Financial Proposal shall be prepared using the attached Standard Forms (Part-V). It shall list all costs associated with the assignment, including remuneration for staff engaged in the consultancy work. The financial proposal shall not include any condition attached to it and any such conditional financial proposal shall be summarily rejected.

Taxes

- 3.9 The Consultant may be subject to applicable taxes, duties, fees, levies etc. on amounts payable by the Employer under the Contract. Consultants shall include such taxes in the financial proposal.
- 3.10 Consultants should quote the price of their services in Indian Rupees.

Earnest Money Deposit (EMD) and Performance Guarantee

3.11 Earnest Money Deposit

- i. An EMD of **Rs.5.00 lakh** in the form of DD / BC issued from any scheduled commercial Bank and drawn in favour of “DDO-cum- Under Secretary to Government, Planning and Convergence Department, Government of Odisha” and payable at Bhubaneswar, must be submitted along with the Proposal.
- ii. Proposals not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of both unsuccessful and successful bidders would be returned back within one month of signing of the contract.

3.12 The EMD shall be forfeited by the Employer in the following events:

- i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.

- iv. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

3.13 Bid Processing Fees

All consultants are required to pay Rs. 10,000/- towards Bid Processing Fees in the form of Demand Draft drawn in favour of **DDO-cum- Under Secretary to Government, Planning and Convergence Department, Government of Odisha** and payable at Bhubaneswar. The Bid Processing Fee is Non-Refundable.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

3.14 Performance Bank Guarantee

- i. The selected consultant shall be required to furnish a Performance Bank Guarantee equivalent to **10% of the contract value** rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a Scheduled Commercial Bank in India in favour of DDO-cum- Under Secretary to Government, Planning and Convergence Department, Government of Odisha having validity of 90 days beyond the contract period. The bank guarantee must be submitted after award of contract but before signing of the contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to validity of the contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.
- ii. The format for the Performance Bank Guarantee is the same as the “Format of Bank Guarantee” provided in as part of the RFP.

4. Submission, receipt and opening of proposals

- 4.1 The original proposal (Pre-Qualification proposal, Technical Proposal and Financial Proposal;) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for the Pre-Qualification Proposal, Technical Proposal and Financial Proposals should respectively be in the format of PRE-QUAL FORM

- 1 and PRE-QUAL FORM-2, TECH-1 of Part-IV, and FIN-2 of Part-V, respectively.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Pre-Qualification, Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Pre-Qualification, Technical and Financial Proposals or in any other form demonstrating that the representative has been dully authorized to sign. The signed Pre-Qualification, Technical and Financial Proposals shall be marked “ORIGINAL”.
 - 4.3 The Pre-Qualification Proposal should be marked “ORIGINAL” or “COPY” as appropriate. The Pre-Qualification Proposals shall be sent to the address referred to and in the number of copies indicated in the Data Sheet Para 4.3. All required copies of the Pre-Qualification Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Pre-Qualification Proposal, the original shall govern. All the agencies responding to this tender would need to meet the pre-qualification criteria set in this RFP as per details provided in Data Sheet Para-5.
 - 4.4 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the address referred to and in the number of copies indicated in the Data Sheet Para 4.3. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall prevail.
 - 4.5 The original and all copies of the Pre-Qualification Proposal shall be placed in a sealed envelope clearly marked “PRE-QUALIFICATION PROPOSAL”. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and the name of the assignment, and with a warning “DO NOT OPEN WITH THE PRE-QUALIFICATION PROPOSAL OR TECHNICAL PROPOSAL.” The envelopes containing the Technical Proposal, Financial Proposals and EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 1700 HRS 05.06.2017”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This will be a ground for rejection of the proposal. If the Financial Proposal is not

submitted in a separate sealed envelope duly marked as indicated above, this will constitute ground for declaring the Proposal non-responsive.

- 4.6 The Proposals must be sent to the address indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para 2.2. Any proposal received by the Employer after the deadline for submission shall be returned unopened.
- 4.7 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 4.8 The Employer will constitute an Evaluation Committee (EC) under Rule 12(3) of the Delegation of Financial Power Rules, 1978 of Government of Odisha, which will carry out the entire evaluation process.
- 4.9 The Employer shall open the Pre-Qualification Proposal immediately after the deadline for their submission. The envelopes with the Technical Proposal and Financial Proposal shall remain sealed and securely stored.

5. Evaluation of Pre-Qualification Proposal and Technical Proposal

- 5.1 The Evaluation Committee shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Data Sheet. The EC while evaluating the Pre-Qualification Proposals shall have no access to the Technical and Financial Proposals until the Pre-Qualification evaluation is concluded and the competent authority accepts the recommendation. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Part-III) and the supporting documents.
- 5.2 The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. The Evaluation Committee, while evaluating the Technical Proposals, shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 5.3 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive

proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. Consultants shall make presentation before the Evaluation Committee to facilitate the evaluation. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP & particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Opening and Evaluation of Financial Proposals – (CQCBS) Procedure

- 5.4 Financial proposals of only those firms who are technically qualified shall be opened on the date & time specified in the Data sheet, in the presence of the Consultants' representatives, available in the venue. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
- 5.5 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.
- 5.6 In the CQCBS method of selection of Consultant, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical Negotiations

- 6.2 Negotiations will include a discussion of the Technical negotiations Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly define the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations, which will be signed by the Employer and the Consultant.

Financial Negotiations

- 6.3 After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial negotiation shall result in an increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Part-V - Financial Proposal - Standard Forms of this RFP.

Availability of Professional Staff/Experts

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is

established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusions of Negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will invite the Consultant whose Proposal received the second highest score to negotiate the Contract.

7. Award of Contract

- 7.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant, and promptly notify all Consultants who have submitted proposals about the decision taken.
- 7.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of agreement in Part-VII, within 15 days of issuance of the letter of intent.
- 7.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal

Part-B
Data Sheet

Paragraph Reference	
1.1	<p>Name of the Employer: Planning and Convergence Department, Government of Odisha.</p> <p>Method of selection: Pre-Qualification of eligible consultants followed by Combined Quality and Cost Based Selection [CQCBS]</p>
1.2	<p>Name of the assignment: “Selection of Consultancy agency for Establishment of Project Monitoring Unit (PMU)at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)”</p>
1.3	<p>The Proposal submission address is: Additional Secretary to Government, Convergence Cell, Planning & Convergence Department, Government of Odisha, State Secretariat, Bhubaneswar-751001</p> <p>Proposal (Pre-qualification Proposal, Technical Proposal and Financial Proposals in three separate sealed envelopes and EMD) must be submitted no later than the following date and time: Date: 05.06.2017 Time: 1700 hrs</p>
1.5	<p>A pre-bid conference will be held: Yes</p> <p>The conference will be held at 11.00A.M. on 25.05.2017 at Conference Hall of Planning & Convergence Department, State Secretariat, Bhubaneswar</p> <p>The Employer’s representative is: Additional Secretary to Government, Convergence Cell, Planning & Convergence Department, Government of Odisha</p>
1.12	<p>Proposal must remain valid for 90 days from the date of the opening of the proposal.</p>

<p>2.1</p>	<p>Clarifications may be requested not later than 22.05.2017 upto 5.00 P.M.. The address for requesting clarifications is: Additional Secretary to Government, Convergence Cell, Planning & Convergence Department, Government of Odisha, State Secretariat, Bhubaneswar-751001 Email: convergence.pc@gmail.com</p>
<p>3.3(b)</p>	<p>The estimated tenure of contract: 36 Months</p>
<p>3.4</p>	<p>The formats for the Pre-Qualification Proposal to be submitted are: Pre-Qual Form 1 - Pre-Qualification Proposal Submission Form Pre-Qual Form 2 - Consultant's Organization & Requisite Experience The formats of the Technical Proposal to be submitted are: Form Tech 1: Letter of Proposal submission Form Tech 2: Consultant's organization & experience Form Tech 3: Comments & suggestions on TOR Form Tech 4: Approach & methodology Form Tech 5: Team composition Form Tech 6: Curriculum vitae Form Tech 7: Comments / modifications suggested on draft contract. Form Tech 8: Information regarding any conflicting activities and declaration thereof.</p>
<p>3.10</p>	<p>Consultant to mention the cost in Indian Rupees</p>
<p>4.3</p>	<p>Consultant must submit the following: a) Original and 1 duplicate hard copy and 1 Soft Copy (on a non-rewriteable CD) of the Pre-Qualification Proposal b) Original and 1 duplicate hard copy and 3 soft copies (on a non-rewriteable CD) of the Technical Proposal, and c) Only the Original of the Financial Proposal</p>
<p>5</p>	<p>Pre-Qualification Criteria The Technical Proposals of only those bidders, who meet the pre-qualification criteria will be opened. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria, are liable to be rejected summarily. 1. The Agency must be a registered legal entity - Certificate of Incorporation / Registration Certificate 2. The Consultancy Firm should have been in operation for a period of at</p>

	<p>least 10 years as of 31-3-2017</p> <ul style="list-style-type: none"> - Certificate of Incorporation, PAN, Copies of Income Tax (IT) Filling. IT return of latest 3 years. <p>3. The Consulting Firm should have an average annual turnover of at least INR 10.00 Crore in each of the latest three years (i.e. 2013-14, 2014-15 and 2015-16) in India from establishment up of PMU in State/ Central Government.</p> <ul style="list-style-type: none"> - A Certificate from Chartered Accountant to be provided as evidence <p>4. The Consultancy Firm should not have been blacklisted by the Central Government / any State Government in India.</p> <ul style="list-style-type: none"> - Undertaking from the Company Secretary or Authorized Signatory <p>5. The Consulting Firm should have set up comprehensive Program Management Units/ Technical Support Services in at least 5 projects with minimum staff strength of 5 expert personals each in the past 5 years for National/ State level government projects</p> <ul style="list-style-type: none"> - A copy of Work Orders or Letter of Intent or Contract shall be provided as evident <p>6. No consortium / JVs / associations / sub-contracting shall be allowed under this project</p> <ul style="list-style-type: none"> - Declaration of submitting as independent agency from the Company Secretary or Authorized Signatory <p>The list of mandatory supporting documents to be submitted are:</p> <ol style="list-style-type: none"> 1. Financials (Audited Balance Sheet/ CA Certificate) for the last three financial years, 2013-14, 2014-15 and 2015-16 2. Certificate of Incorporation, Registration Certificate, Service Tax Registration, PAN Card, Certificate(s) for previous experience cited in Pre-Qual criteria 1 and 2. 3. Certificate duly attested by Statutory Auditor of the firm for Pre-Qual criteria. 4. Work Order/ Client Certificate for previous experience cited in Pre-Qual criteria. 5. Self-certification by the authorized signatory that it has not been blacklisted by Central/ State Government Departments or PSUs for corrupt or fraudulent practices.
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6 Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are as hereunder.

Sl.	Evaluation Criteria	Max. Marks
1.	Experience of Bidder (Details to be provided as per Tech 2 and Copy of contract/ client letter to be provided for each project furnished)	15
1.1	Experience of working in other consulting projects (Other than PMU) Best five projects during the last 5 years (1 mark each) up to 31 st march, 2017. (5 assignments. Each assignment Max 1 Points)	05
1.2	Delivery of Projects that have Centralized Planning and Monitoring in nature at Central / State Level with minimum value of Rs.5 crores (5 assignments. Each assignment Max 2 Points)	10
2	Key Personnel (CV to be provided as per format in Tech-6)	60
2.1	Team Leader-1 (One)	30
2.2	Monitoring & Evaluation Specialist (M & E) Expert-1 (One)	15
2.3	Management of Information System (MIS) Expert-1 (One)	15
2.4	Programme Assistant-1 (One)	
a. General Qualification.....20% b. Adequacy for the assignment (relevant professional education, experience in the sector/ similar sized program).....80%		

Sl.	Evaluation Criteria	Max. Marks
3	Project Understanding and Approach & Methodology for implementing the assignment and Technical presentation before Evaluation Committee	25
Total		100

The minimum qualifying technical score mark is more than 70.

7 Evaluation of Technical and Financial Score

The formula for determining the Financial score is as follows:

The individual bidder's financial score (S_F) will be evaluated as per the formula given below:

$$S_F = [F_{min} / F_b] * 100 \text{ (rounded off to 2 decimal places)}$$

where,

S_F = Normalized financial score of the bidder under consideration

F_{min} = Minimum financial quote among the technically qualified bidders

F_b = Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = S_T * 0.7 + S_F * 0.3$$

where S_T = Technical score secured by the bidder

8 Expected date and address for contract negotiations:

Date to be communicated later.

Additional Secretary to Government,
Convergence Cell,
Planning & Convergence Department,
Government of Odisha,
State Secretariat, Bhubaneswar-751001
Phone: 0674-2394207

9 Expected date and place for commencement of consultancy services

Expected to be from 1st July, 2017

Additional Secretary to Government,
Convergence Cell,
Planning & Convergence Department,
Government of Odisha,
State Secretariat, Bhubaneswar-751001

III. Pre-Qualification Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Pre-Qualification Proposal to be submitted, and paragraph 3.4 of Part-II of the RFP for Standard Forms required.

Pre-Qualification Proposal

PRE-QUAL FORM 1 - Pre-Qualification Proposal Submission Form

PRE-QUALFORM 2 - Consultant's Organization and Requisite Experience

Pre-Qual Form 1 – Pre-Qualification Submission form

To:

Additional Secretary to Government,
Convergence Cell,
Planning & Convergence Department,
Government of Odisha,
State Secretariat,
Bhubaneswar-751001

Dear Sir:

We, the undersigned, offer to provide Consultancy for the assignment-‘Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)’ in accordance with your Request for Proposal dated 12.05.2017. We are hereby submitting our Proposal, which includes Pre-Qualification Proposal, Technical Proposal and Financial Proposal sealed in separate envelopes.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the RFP document.

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

We remain,

Yours sincerely,

Authorized Signatory [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Pre-Qual Form 2 – Consultant Organization and Experience

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity. Also provide a brief description on the ownership details, date and place of incorporation of the firm, objectives of the firm etc. Apart from this, also provide information on the Annual Turnover of the firm for the last 3 financial years as required in Part-II- Instruction to consultants, Data Sheet]

Organization and Financial Information

Form A 1: Details of the Organization - Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact details (name, address, phone no. and e-mail)	
No. of fulltime consultants on payroll as on 31 March, 2017	
No. of years of business consulting experience in India as on 31 March, 2017	

Form A2: Financial Information – Bidder			
From India operations			
	FY 2015-16	FY 2014-15	FY 2013-14
Turnover from Consulting business in setting up of PMU (in INR Crores)			
Other Relevant Information			

B - Consultant Firm’s Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted individually as a corporate entity for carrying out consulting services as requested under this assignment. Consultants should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor) as required in Part-II- Instruction to consultants, Data Sheet]

Please provide citations of 1 relevant consultancy project

Assignment name:	Approx. Value of Contract: (Mandatory field) (Mention contract value in INR)
Country: Location within country	Duration of assignment (months):
Name of Employer:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved & functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

IV. Technical Proposal – Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Pre-Qualification Proposal to be submitted, and paragraph 3.4 of Part-II of the RFP for Standard Forms required.

Technical Proposal

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A - Consultant's Organization

B - Consultant's Experience against all relevant evaluation criteria

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer

A - On the Terms of Reference

B - On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Comments/Modifications suggested on Draft Contract

TECH-8 Information Regarding any Conflicting Activities and Declaration Thereof

Form Tech 1 –Technical Proposal Submission Form

To:

Additional Secretary to Government,
Convergence Cell,
Planning & Convergence Department,
Government of Odisha,
State Secretariat,
Bhubaneswar-751001

Dear Sir,

We, the undersigned, offer to provide Consultancy for the assignment “Consultancy agency for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)” in accordance with your Request for Proposal dated 12.05.2017. We are hereby submitting our Proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the RFP Document.

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

We remain,

Yours sincerely,

Authorized Signatory [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form Tech 2 – Consultant Organization and Experience

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity.]

B - Consultant Firm’s Experience

[Using the format below, provide information on each assignment for which your firm was legally contracted individually as a corporate entity for carrying out consulting services as requested under this assignment. Consultants should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor) as required in Part II- Instruction to consultants, Data Sheet]

Assignment name:	Approx. Value of Contract: (Mandatory field) (Mention contract value in INR or provide ranges)
Country: Location within country	Duration of assignment (months):
Name of Employer:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved & functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm’s Name:

Form Tech 3 – Comments and Suggestions on the Terms of Reference and on Counterpart Staff and facilities to be provided by the employer

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities

[Comment here on inputs and facilities to be provided by the Employer including: administrative support, office space, local transportation, equipment, data, etc.]

Form Tech 4 – Description of Approach, Methodology and Work Plan for Performing the Consultancy Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.
- c) **Organization and Staffing:** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The support staff profiles shall be different from Key professional staff as required in the Data Sheet. The details of these resources shall be given in Form TECH -5.

Form Tech 5 – Team Composition and Task Assignments for Consultancy Assignment

Professional Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

Support Staff as required in Form TECH - 4 (c)			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

Form Tech-6 Curriculum Vitae(CV)for Proposed Professional Staff

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Nationality			
6.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
9.	Languages			
	Language	Reading	Speaking	Writing
	English			
	Hindi			
	Any other			

10.	Employment Record:	
FROM :		TO:
EMPLOYER		
POSITION/S HELD		
FROM:		TO:
EMPLOYER		
POSITION/S HELD		
FROM:		TO:
EMPLOYER		
POSITION/S HELD		
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned	
	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	•	
	Position/s held:	
	Activities performed:	
	•	

	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	•	
	Position/s held:	
	Activities performed:	
	•	
	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	Positions held:	
	Activities performed:	
12.	Certification	
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>	
	Signature	
	Countersignature of the authorized representative:	

Form Tech 7 – Comments/Modifications suggested on Draft Contract

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

Form Tech 8 – Information Regarding any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 1.7 of Part II. If yes, please furnish details of any such activities.

If no, please certify,

[We hereby declare that our firm, our associate/ group firm is not indulged in any such activities which can be termed as the conflicting activities under para 1.8 of the Part-II. 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 Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

V- Financial Proposal – Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.8 of Part-II.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Break Down of Remuneration of Key Professionals and Supporting Staff

FIN-4- Breakdown Of Overhead Expenses

Form FIN 1- Financial Proposal Submission Form

[Location, Date]

To:

**Additional Secretary to Government,
Convergence Cell,
Planning & Coordination Department,
Government of Odisha,
State Secretariat,
Bhubaneswar, 751001**

Dear Sir,

We, the undersigned, offer to provide Consultancy for the assignment “Consultancy agency for Establishment of Project Monitoring Unit (PMU) at the State Level for Convergence of Budgetary and Extra Budgetary Resources including District Mineral Fund (DMF)” in accordance with your Request for Proposal dated 12.05.2017 and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*]. The amount of the taxes and duties as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

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

We remain,

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm: _____

Address: _____

Form FIN 2 – Summary of Costs

Financial Proposal for providing Consultancy services

Item	Costs in INR
1. Remuneration of Key Professionals and Support Staff	
2. Administrative and Operational Expense	
3. Taxes and other duties	
Total Amount of Financial Proposal for providing consultancy services (including taxes)	

Form FIN-3- Break Down of Remuneration of Key Professionals and Supporting Staff

SL NO	NAME OF THE KEY PROFESSIONAL	POSITION	UNIT RATE (MAN-MONTH)(A)	PROPOSED MAN-MONTH (B)	TOTAL AMOUNT IN INR (A*B)
1					
2					
3					
Total					
SL NO	NAME OF THE SUPPORTING STAFF	POSITION	UNIT RATE (MAN-MONTH)(A)	PROPOSED MAN-MONTH (B)	TOTAL AMOUNT IN INR (A*B)
1					
Grand Total in INR					
In Words					

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Form FIN-4- Breakdown of Overhead Expenses

Sl No.	Description	Unit	Quantity	Unit Price In INR	Total Amount in INR
1	Travel Expenses (Bus / Train)				
2	Local Travel Expenses				
3	Subsistence Allowances				
Grand Total					
In Word					

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

VI. Terms of Reference

1. Background

Convergence brings synergy between different Government programmes and / or schemes in terms of their planning, process and implementation and facilitates optimum utilisation of available resources in achieving sustainable development.

Convergence Cell has been created under Planning and Convergence Department with the objective of bringing in convergence of resources under various plan programmes under implementation including extra-budgetary resources for effective utilisation of the same by the concerned Administrative Departments to achieve the developmental goals of the State. Government have rolled out several schemes / programmes to meet the developmental needs of the State. Many times these programmes are planned and executed by different Departments / agencies which have almost similar objectives and targeting the same group or areas. Also, extra-budgetary resources are available under District Mineral Foundation, CAMPA, OMBADC, OSAM Board and Building & Other Construction Workers Welfare Board etc. for utilisation under different development sectors as per admissibility. Lack of convergence results in failure for effective utilisation of these resources and to achieve synergy. In this backdrop, the Convergence Cell is required to play a crucial role with technical support from a group of experts, for efficient monitoring of convergence of resources and a better decision making.

Project Monitoring Unit

It is proposed to set up a Project Monitoring Unit (PMU) under the Convergence Cell of Planning and Convergence Department. This shall play a pivotal role in collecting necessary information relating to convergence from field level as well as concerned departments. The information so collected shall be scrutinised and analysed by the PMU and the output shall be provided to the Convergence Cell for taking timely action for effective implementation of developmental programmes as envisioned. The PMU shall also provide the technical support on the problems / issues / challenges faced by the Administrative Departments as well as executing agencies. The PMU shall also provide necessary support to the District Level PMUs for project monitoring and implementation of projects / programmes out of District Mineral Funds and other extra budgetary resources. Further, the PMU is expected to have a robust Management

Information System (MIS), provide necessary legal advice and identify critical gaps in programme implementation.

Set Up

The PMU shall have a small and compact structure. It will function in Planning and Convergence Department under Convergence Cell. The PMU shall be led by the Team Leader, having knowledge on Technology and Finance and experience in team work that involves data collection, tabulation, analysis and provide customised advisory support on the extra budgetary resources like District Mineral Funds. The team shall include an expert in Management Information System (MIS), an expert in Monitoring and Evaluation, . Besides, one Programme Assistant may also be required to assist the team. Initially, the PMU shall run for a minimum period of three years and may be set up by way of outsourcing to any service providing agency of national repute through pre-Qualification bid, Technical bid and Financial bid.

The PMU shall work under the Convergence Cell and provide all required information to the Convergence Cell for decision making programming and project monitoring. Additional Secretary in charge of the Convergence Cell shall monitor the activities / performance of PMU. PMU shall act as a repository of information on DMF and other extra budgetary resources. The PMU shall be responsible for collection of various data from the concerned Administrative Departments as well as districts from time to time, tabulate the same at the state level, analyse and provide advisory support on the critical gap in funding, implementing and business process of different programmes implemented at the State / district level. It shall also indentify the weaknesses in Monitoring and Evaluation systems and suggest ways to enhance the reporting structures and oversight mechanism.

Team Leader:

The team leader shall be an MBA (Finance)/ PG in Rural Management from recognised and reputed Institution with 8 years of experience and must have

- experience, knowledge in Monitoring and Evaluation techniques of Government Schemes and Programmes,
- have a fair idea about the financial/ Budgetary/Extra Budgetary Resource system of the Government and on convergence of programmes/schemes/activities.
- S/he shall be responsible for making interface with the other line Departments on different issues pertaining to convergence of resources.
- He should have the capability and ability to lead the team as per the timeline prescribed by competent authorities.
- S/he shall have sufficient working knowledge on Policy management, facilitating in generation of proper ideas, adherence to the core purpose of the convergence

modelling, mentoring the team, undertaking programme analysis and ensure stakeholders engagement.

- S/he shall have experience in managing/handling of state or national level large scale State PMUs on Developmental Programmes.
- S/he shall undertake required tour of at least 30 days in a year.

Monitoring & Evaluation (M& E) Expert :

The M&E Expert should have a degree in MBA (Finance) with 5 years of experience and shall have a wide experience with knowledge on development programmes, M&E frameworks / techniques, development indicators. The specialist will be responsible for the following major tasks:

- Defining and developing Monitoring frameworks and indicators for implementation of selected Developmental programmes.
- Monitoring, evaluating and providing advisory support to District level PMUs on M&E activities concerning to convergence of funds.
- Proper and timely reporting of the information related to extra budgetary resources including DMF.
- Identifying major weaknesses in M&E systems and suggesting ways to enhance the reporting structures and oversight mechanisms;
- Providing policy inputs to the Government of Odisha in modifying scheme implementation / guidelines and any additional schemes that may be needed.
- Facilitating cross learning amongst the districts on the best practices.
- Mentoring the District PMUs in their functioning.
- Coordinating with senior level officials of District and of the State to generate innovative ideas for convergence.
- S/he shall undertake required tour of at least 60 days in a year.

Management of Information System (MIS) Expert :

The MIS Expert shall be an MCA/ B.E./ B.Tech from a recognised and reputed Academic Institution with 5 years of experience. The MIS Expert shall be responsible for

- Maintaining the credibility of data collection, creation of a robust database, tabulation for a meaningful analysis and analysing the tabulated data for providing technical and advisory support for facilitating proper decision making.
- The Expert shall ensure quality check of the data and promote / assist regular documentation of data to be used for different official purposes.
- Troubleshooting & defect analysis, impact analysis, database design & stored procedures, coding, testing, release & deployment.

- S/he shall have sufficient knowledge and experience in Microsoft .NET & SQL Server or Oracle Database.

Programme Assistant:

One Programme Assistant shall be required for providing secretarial support and entering data into the MIS as required. He / she shall be responsible for keeping the available data systematically and timely.

Management Arrangements:

The PMU may be provided with office space, furniture, equipments and stationeries by the Planning and Convergence Department. The PMU shall work in the Convergence Cell under the supervision of the Additional Secretary, in Charge of the Convergence Cell.

Budgeting:

The expenditure to be incurred for functioning of the PMU shall be borne by the P&C Department out of its budget under Programme Expenditure.

2. Scope of Work:

The PMU shall be involved in the following works:-

- a. Designing formats for MPR / Reports / Communications wherever required.
- b. Collection of credible data on relevant sectors from district level and from line departments relating to convergence of funds.
- c. Tabulating the data at the State level;
- d. Drafting Reports / Power Point Presentation and generating data of various forms / kinds as per requirement of the Convergence Cell.
- e. Documentation and data repository.
- f. Design parameters and framework to assess the performance and to monitor progress of the convergence activities undertaken by different Departments / Districts.
- g. Development, Management and Maintenance of centralized web-based MIS on convergence.
- h. Evaluate the programmes, processes and identify the critical gaps / major weaknesses in implementation of selected development programmes.
- i. Provide advisory support at the State level for decision making concerning to convergence of development programmes on different sectors.
- j. Explore the resource synergy and convergence of programmes, activities, and target groups / beneficiaries.
- k. Collect data on best practices on convergence available amongst the Districts.
- l. Facilitate M&E Activities of District level PMUs.

- m. Periodic monitoring of the activities relating to Convergence (monthly / quarterly / annually).
- n. Information Dissemination: PMU shall take the responsibility of organizing Information Dissemination Workshops facilitated by the Planning and Convergence Department amongst the District administration and also other stakeholders.
- o. Any other task / assignment in connection with convergence.

Coverage of Schemes:

Apart from convergence of funds out of the budgetary resources under various development programmes / schemes, the PMU shall focus on the extra budgetary resources like District Mineral Foundation (DMF) Fund, Compensatory Afforestation Fund Management and Planning Authority (CAMPA) Fund, Odisha Mineral Bearing area Development Corporation (OMBADC) Fund, Odisha State Agricultural marketing Board (OSAM Board) Fund, Building & Other Construction Workers Welfare Board Fund etc.

Reporting Requirements and Work Plan of The Consultant:

The PMU shall submit a work plan as per the requirement of the Convergence Cell and accordingly submit the Quarterly Progress Report, Yearly Progress Report within the time frame.

Consultant Monitoring Committee (CMC):

A **Consultant Monitoring Committee (CMC)** will be constituted by Planning and Convergence Department to monitor the activities and deliverables of the PMU for the proposed assignment from time to time. Monitoring in each phase of the assignment will be done by the committee and comments/ suggestions of the Committee should be complied by the consultant.

Desired Profile of the team

Sl No	Position	Desired Qualification	Desired Experience/ Expected Remuneration	Desired profile
1	Team Leader-1 (One)	MBA (Finance)/ PG in Rural Management from a recognised and reputed Academic Institution	8Years Rs. 1.00 to 1.20 lakh.	The incumbent must have experience, knowledge in Monitoring and Evaluation techniques of Government Schemes and Programmes and have a fair idea about the financial/ Budgetary/Extra Budgetary Resource system of the Government and on convergence of programmes/schemes/activities. S/he shall be responsible for making interface with the other line Departments on different issues pertaining to convergence of resources. He should have the capability and ability to lead the team as per the timeline prescribed by competent authorities. S/he shall have sufficient working knowledge on Policy management, facilitating in generation of proper ideas, adherence to the core purpose of the convergence modelling, mentoring the team, undertaking programme analysis and ensure stakeholders engagement. S/he shall have experience in managing/handling of state or national level large scale State PMUs on Developmental Programmes.
2	Expert on Monitoring & Evaluation Specialist	MBA (Finance) from a recognised and reputed Academic Institution.	5 Years Rs. 60,000/- to 75,000/-	The incumbent shall be an M&E Expert with experience of working on development programmes, developing M&E frameworks, indicator development and possessing specialized knowledge of different M&E techniques. The specialist will be responsible for defining and developing Monitoring frameworks and indicators for implementation of Developmental programmes, developing Convergence models for different programmes/Scheme/ activities, Monitoring, evaluating and providing advisory support to District level PMUs on M&E activities;

Sl No	Position	Desired Qualification	Desired Experience/ Expected Remuneration	Desired profile
				proper and timely reporting of the information related to extra budgetary resources including DMF, identifying major weaknesses in M&E systems and suggesting ways to enhance the reporting structures and oversight mechanisms, and to provide policy inputs to the Government of Odisha in modifying scheme implementation / guidelines/ business process. Facilitating cross learning amongst the districts on the best practices. Mentoring the District PMUs in their functioning. Coordinating with senior level officials of District and of the State to generate innovative ideas for convergence.
3	Expert on Management of Information System (MIS)- 1 (One)	MCA/ B.E/ B.Tech from a recognised and reputed Academic Institution.	5 Years Rs. 60,000/- to 75,000/-	The incumbent shall be responsible for maintaining the credibility of data collection, creation of a robust database, tabulation for a meaningful analysis and analysing the tabulated data for providing technical and advisory support for facilitating proper decision making. The Expert shall ensure quality check of the data and promote / assist regular documentation of data to be used for different official purposes. Troubleshooting & defect analysis, impact analysis, database design & stored procedures, coding, testing, release & deployment. Microsoft .NET & SQL Server or Oracle Database.
4	Programme Assistant-1 (One)	Graduate with PG Diploma in Computer Science from a reputed institute	2 Years Rs. 10,000/-	S/he shall be well conversant with use of MS Office. S/he shall be responsible for data entry and documentation and render support to the PMU.

3. Team Composition

Following are the minimum team deployment for the team members required as part of the PMU.

Participants are free to propose resources in addition to the ones mentioned below.

S.No.	Position	No. of resources	Deployment
Professional Staff			
1.	Team Leader	1 (One)	Full time
2.	Monitoring & Evaluation (M & E) Expert	1 (One)	Full time
3.	Management of Information System (MIS) Expert	1 (One)	Full time
Support Staff			
1.	Programme Assistant	1 (One)	Full time

VII. Standard Agreement Form

CONTRACT

**ESTABLISHMENT OF PROJECT MONITORING UNIT (PMU) AT THE STATE
LEVEL FOR CONVERGENCE OF BUDGETARY & EXTRA BUDGETARY
RESOURCES INCLUDING DMF**

BETWEEN

PLANNING & CONVERGENCE DEPARTMENT

GOVT. OF ODISHA

[CLIENT]

AND

[CONSULTANT]

Dt. _____

CONTRACT No: XXXXX

This CONTRACT is made on the **XXXXXXXX** between, **Planning and Convergence Department**, Govt. of Odisha (hereinafter called as the “**Client**”) of the 1st Part and, and **xxxxxxxxxxxx**, registered under Indian Companies Act, 1956 with its principal place of business at (Address) (hereinafter called the “**Consultant**”) of the 2nd Part.

WHEREAS

- (a) the “Consultant”, having represented to the “Client” that he has the required professional skills, personnel and technical resources, has offered to provide the service in response to the **RFP No. xxxxxxxx** issued by the Client;

- (b) the “Client” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: **Terms of References (ToR)**
 - Appendix B: **Reporting Requirements and Work Plan of the Consultant**
 - Appendix C: **Team Composition**
 - Appendix D: **Duties of the Client**
 - Appendix E: **Deliverables of the Consultant with Timeline**
 - Appendix F: **Contract Price & Payment Term**
 - Appendix G: **Invoice Format**

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out the assignment in accordance with the provisions of the Contract; and

 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

This Contract constitutes the agreement between two parties in respect to obligations and supersedes all previous communications between the Parties.

3. Commencement and Duration of the Services:

The Consultant shall start the service on Dt. XXXXXXXX and shall continue for a period of 36 months as per the contract unless this contract is terminated earlier in accordance with its terms and conditions.

4. Financial Limit:

Payments under this contract shall not, in any circumstances, exceed XXXXXXXXXX INR inclusive of government tax, if applicable (" the Financial Limit").However Financial Limits under this contract varies with changes in Govt. taxes as applicable from time to time.

5. Time of the Essence:

Time shall be of the essence as regards the performance by the consultant of its obligation under this 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 [Planning and Convergence Department, GOVT. OF ODISHA]

Additional Secretary to Govt.

Witness 1:

Witness 2:

For and on behalf of [xxxxxxxxxxxxxxxxxxxxxx]

[Name and Designation of the Representative with seal]

[]

Witness 1:

Witness 2:

The General Condition of Contract (GCC)

1. GENERAL PROVISIONS

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

- “Applicable Law” means the laws and any other instruments having the force of law in India
- “Contract” means the Contract entered into by the parties for providing consultancy services along with the entire documentation specified in the RFP.
- “Consultant” means the firm/ company/ society/ trust selected through competitive tendering in pursuance of this RFP, for providing the consultancy services under the contract.
- “Day” means Calendar Day
- “Government” means Government of Odisha
- “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- “GCC” means General Condition of Contract.
- “Local Currency” means Indian Rupees
- “In Writing” means communicated in written form.
- “Personnel” means professional and support staff provided by the Consultant to perform services under the assignment and any part thereof.
- “Proposal” means proposal submitted by bidders in response to the RFP issued by the Department for selection of Consultant.
- “Services” means the work to be performed by the Consultant pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment as described in Appendix-A.
- “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

1.2. Relationship between the Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

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

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

1.5. Notices :

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

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

1.6. Location: The Services shall be performed at such locations as are specified in Appendix A (Terms of Reference) hereto and, where the location of a particular task is not so specified, at such locations, as the “Client” may approve.

1.7. Authorized Representatives: Any action required or permitted to be taken, and any Document required or permitted to be executed under this Contract by the “Client” or the Consultant may be taken or executed by the officials specified in the SC.

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

1.9. Fraud and Corruption

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

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

1.9.2 Measures to be taken by the Client

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party,

neither Party shall have any claim against the other Party with respect hereto.

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

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

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

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. Pursuant to Clause GC 7.2 here of, however, each party shall give due consideration to any proposals for modification or variation made by the other party. In cases of substantial modifications or variations, the prior written consent of the client is required.

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

2.7 Force Majeure

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

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

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Client”, shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination:

2.9.1.1 By the “Client”: The “Client” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within **thirty (30) days** of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.

(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.

(g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(h) If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Client” shall give a not less than **thirty (30) days**’ written notice of termination to the Consultants.

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

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

(b) If the “Client” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4

hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

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

(a) If the Contract is terminated pursuant to Clause 2.9.1 (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)(i) hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Client", and shall at all times support and safeguard the "Clients" legitimate interests in all respect.

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

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

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder,

and the Consultant shall use its best efforts to ensure that Personnel and sub-staff either of them, similarly shall not receive any such additional payment.

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

3.2.2 Consultant and Affiliates not to engage in certain activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the assignment.

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

3.3 Confidentiality: Except with the prior written consent of the “Client”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Oral information shall not be treated as confidential unless same is drafted in writing and agreed as confidential.

3.4 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Client” or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Client” or the Client, if so required by the “Client” or the Client as the case may be.

3.5. Consultant’s Actions Requiring “Client’s” Prior Approval: The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Key Professional as listed in **APPENDIX-C**.
- (b) The Consultants shall obtain the Client’s prior approval in writing before any modification in the stipulated Work Plan. It is being understood that the consultant shall remain fully liable for the performance of the services by its personnel pursuant to this contract

3.6 Reporting Obligations: The Consultant shall submit to the “Client” the reports and documents specified in **APPENDIX-B** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the “Client”: All reports, other documents prepared by the Consultant for the “Client” under this Contract shall become and remain the property of the “Client”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Client”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request.

4. CONSULTANT’S PERSONNEL :

1.1 General: The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. **Sub-contracting any portion of the assignment is not allowed under this contract.**

1.2 Description of Personnel:

(a) The Name, Designation and agreed job description in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal are described in **APPENDIX-C**. The Consultant shall deploy and provide such qualified and experienced personnel to perform the services under the assignment. **The deployed Key resources should be dedicated in nature during the entire contract period.**

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

4.3 Approval of Personnel:

The Key Personnel as listed by designation as well as by name in **APPENDIX-C** are hereby approved by the "Client".

4.4 Removal and/or Replacement of Personnel:

(a) Except as the "Client" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. If one or more key personnel become unavailable / leave the assignment within the contract period, the Consultant must notify the Client at least fourteen (14) days in advance and obtain the due approval of the Client before making any replacement. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and CV of replacement personnel in sufficient details for approval of the Client.

(b) If the "Client" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant 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".

On both the cases, after getting the written notification, the Consultant should provide CV of appropriate replacement within Seven (7) days for review and approval and the same should be replaced / deployed within Seven (7) days from the date of approval.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Client". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

5 OBLIGATION OF THE “CLIENT” :

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Client” shall use its best efforts to:

- a) Provide the Consultant and Personnel with work permits and such other documents as shall be necessary to enable to perform the Services.
- b) Issue to officials, stake holders of the department and other departments all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c) Provide to the Consultant and Personnel any such other assistance as may be required from time to time.

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

5.3 Services, Facilities and Property of the “Employer”:

(a) The “Client” shall make available to the Consultant and its Personnel, for the purposes of the services and free of any charge, the services and facilities described in **APPENDIX-D** at the times and in the manner specified.

6 PAYMENTS TO THE CONSULTANT:

6.1 Total Cost of the Services:

(a) The total cost of the services payable is set forth in **APPENDIX-F (Part-I)** as per the consultant’s proposal to the Client and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and, payments under this Contract shall not exceed the amount specified in **APPENDIX-F**.

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

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

(a) The consultant shall submit the invoice as per the format **APPENDIX - I** for payment when the payment is due as per the agreed terms. The payment shall be released as per the quarterly report and the specified percentage as per **APPENDIX-F (Part-IV)**.

(b) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the consultant with / without modifications to be communicated in writing by the Client to the consultant.

(c) If the deliverables submitted by the consultant are not acceptable to the Client reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the consultant. This is without prejudicing the Client’s right to levy any liquidated damages under **Clause 9**. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.

(d) All payments under this Contract shall be made to the Bank Account of the Consultant.

(e) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:

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

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7 FAIRNESS AND GOOD FAITH:

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

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

8 SETTLEMENT OF DISPUTES:

8.1 The Client and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If, after thirty (30) days from the commencement of such informal negotiations, the Client and the Consultant have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the next higher authority.

8.3 All dispute resolution proceedings shall be held at **Bhubaneswar, Odisha**, and the language of such proceedings and that of all documents and communications between the parties shall be in English.

8.4 Higher Authority: Development Commissioner-cum-Additional Chief Secretary, Government of Odisha will be the next higher authority to resolve the dispute arising between Client and the Consultant.

9 LIQUIDATED DAMAGES:

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

9.2 In case the deliverables as per approved quarterly work plan are delayed beyond the approved timelines, a penalty of **1 % of contract value** for every week, subject to **maximum of 10%** shall be imposed, after which contract will be terminated.

9.3 In case of more than **1** resource (Irrespective of positions) replaced during the contract period by the Consultant, then a penalty of **1 % of contract value per resource change** shall be imposed. The resource change as a request of Client shall not fall under this category.

9.4 In case of non-availability of resource (including change of resource as per request of Client) for more than 2 weeks from the stipulated period, a penalty of **1 % of contract value per resource non- availability per week** subject to a maximum of **2 %** shall be imposed after which the contract will be terminated.

9.5 Above penalties shall be worked out & imposed independently.

9.6 If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total contract value of the services for every week or part thereof for the delay.

10 LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (i) any indirect, special, punitive, exemplary, speculative or consequential damages, including , but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (ii) damage, relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the consultant for all claims under or in relation to this Agreement, shall be limited to, regardless of the form of claim(s), the consideration.

11 MISCELLANIOUS PROVISIONS :

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) caused by Consultant while providing its services under the Project. This condition applies in case of Client.
- (v) The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant. This condition applies in case of Client.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Client against any and all claims.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (viii) It is acknowledged and agreed by all parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the consultant for any engagement, service or employment in any capacity in any office or establishment of the client.
- (ix) The Terms of Reference (ToR) floated with RFP subject to the modification agreed to, form the part of the contract. The services will be delivered in commensurate with the ToR and the technical presentation made by the Consultant.

Special Conditions of Contract (SCC)

SC Clause	Ref of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The Addresses are: <u>1. The Client</u> <u>2. The Consultant</u>
2.	1.7	The Authorized Representatives are: For Client: For Consultant:
3.	2.1	The Date of Effectiveness is <u>xxxxxxx</u>
4.	2.2	The time period shall be xxxx Days
5.	2.3	The time of start of service is <u>xxxxxxx</u>
6.	2.4	The time period shall be xxxxxxxx.
7.	6.1 (b)	The ceiling in local currency is <u>xxxxxxxxxxx INR</u>
8.	8.3	The Arbitration proceedings shall takes place in BHUBANESWAR , Odisha.
9.		The duration of the assignment is 36 months from the date of effectiveness of the contract.

Binding signature of Client Signed by _____
(On behalf of the Planning and Convergence Department, Govt. of Odisha)

Binding signature of Consultant Signed by _____

(xx)

In the presence of
(Witnesses)

- 1.
- 2.

APPENDIX-A

TERMS OF REFERENCE (ToR)

The ToR is as specified in the RFP in Part VI

APPENDIX - B

REPORTING REQUIREMENTS AND WORKPLAN OF THE CONSULTANT

The Consultant shall submit to the client the reports in respect of each deliverable within the time frame as set forth in the Terms of Reference (ToR). The Consultant shall submit the following reports to the **Planning and Convergence Department** in the following manner:

- Quarterly Progress Report : Within a week of completion of the quarter
- Yearly Progress Report : Within one month of completion of the year

WORK PLAN OF THE CONSULTANT

(To be furnished by the Consultant within 15 days of signing of the Contract)

APPENDIX - C

TEAM COMPOSITION

TEAM COMPOSITION:

Sl no	Name of the Professional	Position Assigned	Task Assigned

DUTIES OF THE CLIENT

1. Assistance and Exemptions:

The Client shall use its best efforts to:

- (a) Assist the Consultant and its personnel in arranging work permits and such other documents as shall be necessary to enable the Consultant to perform the Services;
- (b) Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay at the project site;
- (c) Facilitate clearance through customs of any property required for the Services;
- (d) Issue to officials, agents and representatives of the agency all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

2. Services, Facilities and Property of the Client:

The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services and facilities as applicable under this assignment.

3. Payment:

In consideration of the services performed by the Consultant under this Contract, the Client shall make to the Consultant requisite payments and in such manner as is mentioned under this Contract.

DELIVERABLES OF THE CONSULTANT WITH TIME LINE

The followings are lists of deliverables and corresponding timeline for the consultant to execute the assignment:

S/no	List of Deliverables	Time Line
1	1 st Quarterly Progress Report	1st week of July
2	2 nd Quarterly Progress Report	1st week of October
3	3 rd Quarterly Progress Report	1st week of January
4	4 th Quarterly Progress Report	1st week of April
5	Annual Progress Report	30th April

N.B: If the contract period commences in the middle of any quarter, the reporting shall be limited to that particular quarter of the financial year.

(In Hard Copy)

CONTRACT PRICE & PAYMENT TERM

(PART – I)

BREAK-DOWN OF CONTRACT PRICE		
SLNO.	COMPONENT DETAILS	AMOUNT IN INR (COMPONENT LIMIT)
1	Professional Fees	
2	Overhead Expenses	
3	Miscellaneous Expenses	
3	Sub Total (1+2+3)	
4	Service Tax	
5	Grand Total	
<i>(RupeesOnly)</i>		

REMUNERATION OF PROFESSIONALS

(PART – II)

BREAK DOWN OF PROFESSIONAL FEE				
SLNO	PROFESSIONAL POSITION	PROPOSED MAN- MONTH	UNIT RATE (MAN-MONTH) in INR	TOTAL AMOUNT IN INR
1				
2				
3				
Sl.No.	Support Staff	PROPOSED MAN- MONTH	UNIT RATE (MAN-MONTH) in INR	TOTAL AMOUNT IN INR
1				
Total (Professional Fee) in INR				

REIMBURSABLE & MISCELLANIOUS EXPENSES

(PART – III)

BREAKDOWN OF REIMBURSABLE EXPENSES					
SL NO.	DESCRIPTION	UNIT	QUNATITY	UNIT PRICE IN INR	TOTAL AMOUNT IN INR
1					
2					
3					
4					
TOTAL (Reimbursable Expenses) in INR					

BREAKDOWN OF MISCELLANIOUS EXPENSES					
SL NO.	DESCRIPTION	UNIT	QUNATITY	UNIT PRICE IN INR	TOTAL AMOUNT IN INR
1					
TOTAL					

PAYMENT TERM FOR THE ASSIGNMENT

(PART – IV)

SL NO	DELIVERABLES	PAYMENT PERCENTAGE (%)
1	1 st Quarterly Progress Report	25%
2	2 nd Quarterly Progress Report	25%
3	3 rd Quarterly Progress Report	25%
4	4 th Quarterly Progress Report	25%

N.B: In case of performance is for less than a quarter, pro-rata shall apply.