

Date: 21st December, 2020

**RfP for Providing SUPPORT STAFFs For
Odisha Tourism Development Corporation
Limited (OTDC).**

**Odisha Tourism Development Corporation Limited
Lewis Road, Bhubaneswar , PIN: 751014**

Invitation for Bid

RfP No: **P-I-60/15**

Letter No: **5843**

Bhubaneswar, Dated: **21st December, 2020**

Sealed proposals are invited by the Odisha Tourism Development Corporation Ltd. (Hereinafter refer as Corporation/OTDC/Client wherever appear) from amongst firms/agencies/Companies for Providing of Support Staffs to Corporation in its units and Head office/corporate office in Odisha as per details given at **Annexed-A-1 & A-2** for a period of **three years**, to be selected on combined Quality And Cost Based Selection (Combined QCBS) process. The bidders have to submit technical and financial proposal separately. Further details of the services requested are provided in the various annexures enclosed with this letter.

1. Completed Proposal for the work in prescribed format shall be received up to **18th January 2021** up to 1 PM.

The sealed proposals can be sent well in advance by registered post or speed post or courier or in person to **The Managing Director, Odisha Tourism Development Corporation Limited, Lewis Road, Bhubaneswar, PIN: 751014**. Bidders can also submit proposal by hand to above office.

2. The Proposal received shall be opened on **18th January 2021** itself at 4.30 P.M. in the presence of representatives of bidders. Bidders are requested to ensure presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.

3. This RFP includes the following documents:

- i. This Letter of Invitation
- ii. Details of Support staff for OTDC (Annexed-A-1 & 2)
- iii. Instructions to Bidders (see Annexure - I)
- iv. Data Sheet and Check List (see Annexure - II)
- v. Technical Proposal Standard Forms (see Annexure – III)
- vi. Financial Proposal Standard Form (see Annexure—IV)
- vii. Terms of Reference (ToR) (see Annexure – V)
- viii. Standard Contract Document (see Annexure - VI)
- ix. Bank Guarantee Format for Performance (see Annexure - VII)

4. While all information/ data given in the RFP are, to the best of OTDC's knowledge accurate within the consideration of scope of the proposed contract, OTDC 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.

5. OTDC reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof. Interested Bidders may obtain further information from the office of Managing Director, OTDC Limited.

SD/-

**Managing Director
OTDC Limited**

List of Support Expert /Staffs for OTDC Limited details as per Annexure-A 2.

Providing Support Expert/Staff for OTDC Limited

Sl.	Name of position	Total No. of Specialists	Salary excluding all statutory charges like PF,ESI etc. as applicable Rs Per Month per person	TOTAL Amount per Month (3x4) Rs	TOTAL Amount per YEAR (5x12) Rs
1	2	3	4	5	6
1	Manager (F&B)	1	27200/-	27200	326400
2	Asst. Engineer/Jr Engineer (Civil)	9	16880/-	151920	1823040
3	Asst. Manager (Accts.)	9	16880/-	151920	1823040
4	Asst. Manager (F&B)	5	16880/-	84400	1012800
5	Receptionist	9	8880/-	79920	959040
6	Store Keeper	1	8880/-	8880	106560
7	Stenography	1	9500/-	9500	114000
8	Data Entry Operator	28	8880/-	248640	2983680
9	Booking Asst. / Booking Clerk/Catering Asst.	2	8880/-	17760	213120
10	Office Asst.	1	8880/-	8880	106560
11	Driver	12	8880/-	106560	1278720
12	Cook	17	8880/-	150960	1811520
13	Electrician	4	8880/-	35520	426240
14	Guide	1	8880/-	8880	106560
15	Bill Clerk	2	8880/-	17760	213120
16	Despatcher	1	8880/-	8880	106560
17	Mali / Gardener/	12	8390/-	100680	1208160
18	Waiter	24	8390/-	201360	2416320

19	Room Boy	17	8070/-	137190	1646280
20	Cook Helper	11	8390/-	92290	1107480
21	Bus Helper	3	8070/-	24210	290520
22	Dishwasher/ Sweeper	25	8070/-	201750	2421000
23	Peon/ Attendant	6	8070/-	48420	581040
24	Utility worker/ Multipurpose worker	9	8070/-	72630	871560
25	Chaukidar/ Security Guard	33	8070/-	266310	3195720
	TOTAL	243			27149040
	TOTAL COST	In Rupees Two Crore Seventy one lac forty nine thousand forty only			27149040
	SERVICE CHARGE To be Offered by Bidder	IN PERCENTAGE(%)---- To Quote percentage (in words)_____			To Quote

Note:

- 1. The bidder in the financial bid has to quote service charge. The service charges offered by bidder shall be on the above amount to be paid to the outsourced/support staff .The competent authority/OTDC Ltd reserves the right to reject financial bids where service charges offered are very less and un-reasonable/ unviable. In other words, the financial cannot be negative or zero percentage of service charge. Price offered not complying to above condition will be rejected.**
- 2. The selected bidders have to refer the Salary mentioned above and same shall be required to be paid to the staff in their respective Bank accounts. Valid proof of such financial transactions shall be submitted to OTDC Ltd on monthly basis. Post which, OTDC Ltd will reimburse the Salary to the selected bidder and in addition pay the SERVICE CHARGE, as applicable.**
- 3. GST as applicable from time to time will be paid Extra.**
- 4. Office space with necessary table, chair, laptop/computer system with other facilities like internet/printing/copying and all office stationeries etc will be provided to Experts/Support Staff by OTDC Limited.**
- 5. The numbers of Experts/ Support Staffs can be Increased/ Decreased based on requirement of OTDC Limited and Bidder shall arrange to depute/ dis-engage such personnel as per same terms of the contract.**
- 6. OTDC Reserve rights to change the above salary in accordance with the notification /circular issued by Ministry of Finance, Govt of Odisha from time to time.**

Annexure – I

Instructions to Bidders

1. Introduction

- 1.1. These instructions should be read in conjunction with information specific to the services contained in the Covering Letter, Data Sheet and accompanying documents.
- 1.2. The bidder to submit Technical and Financial Proposal package wise and selection shall be based on Combined QCBS.
- 1.3. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.4. OTDC Limited is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.
- 1.5. In no case, sub-letting of "overall works" would be accepted.

2. Eligible Bidder

- 2.1 In this case, the eligible Bidder is an institute of reputes/center of excellence/ firm/ Agency/companies having experience of successfully executing at least two similar project for at least 1 year operation in providing Manpower supply with annual contract value of the project being not less than Rs. 500 lakhs in last 5 years. Agencies which are not having experience in handling similar assignments CAN NOT participate in the bidding process.
- 2.2 The bidders must have at least 100 persons in their payroll as full time/ contractual employees as on 31st March, 2020.
- 2.3 "Average" Annual turnover of the bidder should be more than Rs. 5 Crores in last 3 financial years.
- 2.4 The agency should have at least 5 years of experience of providing similar services in the context of providing Manpower supply to Government Departments/ Govt. Institutes/ public sector undertakings.
- 2.5 The agency should not have been blacklisted by any state government, central government or any other public sector undertaking or a corporation as on the date of this RFP. An undertaking to this effect should be submitted.
- 2.6 Agency to have an office in Bhubaneswar to coordinate with OTDC
- 2.7 The firm should be registered under Income Tax and GST. (Pan card and GST certificate should be furnished).
- 2.8 The firm should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. (The appropriate documentary evidence should be furnished)

3. Conflict of Interest

Conflict of interest exists in the event of: (i) conflicting assignments, typically monitoring and evaluation/ environmental assessment of the same project by the eligible Bidder; (ii) Agencies or institutions who have a business or family relation with the Client directly or

indirectly; and (iii) practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha.

4. Disclosure

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

5. Anti-corruption Measure

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

6. Clarification on Provisions of the RFP Document

Interested Bidders may seek clarification on any of the provisions in the RFP document in the pre-bid meeting conference.

7. Pre-Bid Conference

Interested bidders can clarify their queries by participating in the pre-bid conference, OTDC shall organize a Pre-Bid Conference on Date: **29th December, 2020**, Time: 11:30AM, Place: Conference Hall of OTDC. Interested prospective Bidders may attend.

8. Amendment of the RFP document

- 8.1 At any time before submission of Proposals, OTDC may amend the RFP by issuing an addendum by webhosting in www.panthanivas.com

- 8.2 Any such addendum will be binding on all the Bidders.
- 8.3 To give Bidders reasonable time in which to take an addendum into account in preparing their Proposals, OTDC may, at its discretion, extend the deadline for the submission of the Proposals.

9. Language of Proposals

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

10. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. OTDC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

11. Taxes

The Bidder may be subject to taxes (such as: fringe benefit tax, value added tax, Income tax, duties, etc.) on amounts payable by OTDC under the Contract, which are to be borne by the bidder. However Service Tax/ GST as applicable rate shall be payable extra at Actual.

12. Submission of Proposal

- 12.1 Proposals must be received before the deadline specified in the Data Sheet.
- 12.2 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

13. Documents comprising the Proposal

Bidders shall submit one sealed envelope, containing the Technical and Financial Proposal package wise. The Technical Proposals will be opened at the date and time specified in the Data Sheet.

14. Proposal validity

- 14.1 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by OTDC.
- 14.2 A Proposal valid for a shorter period shall be considered non- responsive and will be rejected by OTDC.

15. Format and Signing of Proposals

- 15.1 A Technical and Financial Proposal (original) for each package as mentioned in the Data Sheet shall be submitted in the prescribed format attached with this RfP document at *Annexure- III & Annexure-IV*
- 15.2 The original Proposal shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position of the person signing the authorization must be

typed or printed below the signature. All pages of the Proposal shall be signed by the person signing the Proposal.

- 15.3 Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

16. Deadline for Submission of Proposals

OTDC may, at its discretion, extend the deadline for the submission of Proposal by amending the RfP, in which case all rights and obligations of OTDC and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

17. Late Proposals

OTDC will not consider any Proposal that arrives after the deadline prescribed by OTDC for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

18. Evaluation of Offers:

Bids received and found valid will be evaluated by OTDC to ascertain the best evaluated bid in the interest of OTDC for project services under this document. The Bidder should take enough care to submit all the information sought by OTDC in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats, however OTDC reserves right to seek any clarification from any bidder if it so desires. The proposals, in general, shall be evaluated using the following criteria:

Technical evaluation of the bid would be carried out package wise applying the evaluation criteria specified below. Each respective technical bid will be attributed a technical score as per following breakup:

SN	Main Criteria and Weights * out of Total 100 marks	Sub Criteria	Sub Weights
1.	Financial Strength - 15 Marks	Turnover (average 3 years) Rs. 5 Cr— 5 Marks For every additional Rs. 1 Crore –1 mark each subject to maximum 5 Marks	10
		<i>Net Worth</i> For every Rs. 15 lakh 1 mark subject to maximum 5 Marks.	05
2.	Institutional Strength – 20 Marks	No of years existence in providing Manpower services to Government Departments/ Govt. Institutes/ public sector undertaking companies. For 5 years - 5 marks For every additional 1 year — 1 mark each subject to maximum of 5 marks.	10
		<i>B. Total No. of Personnel in the Payroll of the Institution.</i> For 100 persons - 5 marks. For every additional 50 numbers 1 mark each subject to a maximum of 5 marks	10

SN	Main Criteria and Weights * out of Total 100 marks	Sub Criteria	Sub Weights
3.	Similar Experience of providing Manpower with contract value above Rs 500 lakh - in last 5 years up to 31st March, 2020) - 25 Marks	For Minimum 2 Project - 10 Marks. For Every additional project - 5 marks each subject to a maximum of 15 Marks	25
4.	Experience in Providing Manpower to projects in Odisha with project value more than Rs. 50 lakhs in last 5 years. – 10 Marks	Number of Projects: For every project - 2 marks each with maximum 10 marks	10
5.	Methodology including Management Plan – 30 Marks	Appreciation of the project and response to the ToR	10
		Methodology including work plan and proposed management plan	10
		Provisions to secure and retain professionals	10
Total Technical Marks			100

Based on the evaluation of technical bids, the bidders shall be ranked highest to lowest technical score (St) in accordance with the total marks obtained. The bidders with technical bid score of minimum **70% and above** will be considered technically qualified for further process.

The price bids of technically qualified bidders will only be opened for financial evaluation.

- The price bid where Salary component offered is more or less than Salary mentioned at ANNEXED-A-1 will be rejected. Service charges offered very less or unreasonable/unviable shall also be rejected.**
- Quality and Cost Based Selection (QCBS)** method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (**ST**) in accordance to the marks obtained during the technical evaluation stage. There shall be **70% weightage** to technical score and 30% weightage to financial score.
- The individual bidder's financial score (**SF**) will be evaluated as per the formula given below:

$$\mathbf{SF} = [\mathbf{Fmin} / \mathbf{Fb}] * 100 \text{ (rounded off to 2 decimal places)}$$

where,

SF= Normalized financial score of the bidder under consideration

Fmin=Minimum financial quote among the technically qualified bidders

Fb= Financial quote of the bidder under consideration

$$\mathbf{Combined\ Score\ (S)} = \mathbf{ST * 0.7 + SF * 0.3}$$

Where ST = Technical score secured by the bidder. Where SF = Financial score secured by the bidder. The bidder securing the highest evaluated **Combined Score (S)** will be awarded the contract observing due procedure.

19. Presentation:

The firms/ agencies/Companies will have to make a presentation to OTDC. The presentation shall cover in sufficient, detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy, and provisions to secure and retain professionals. The objective of presentation is to enable OTDC to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by OTDC will also be discussed. The date and venue of presentation will be decided by OTDC and intimated on the day of opening of bid or otherwise at least one week in advance. The presentation to cover the details is given as above.

20. OTDC's Right to Accept any Proposal, and to Reject any or all Proposals

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

21. Award of Contract Notification

21.1 Prior to the expiration of the Proposal validity period, OTDC shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, OTDC shall notify all other Bidders of the results of the bidding. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

22. Negotiations/Clarifications

The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

23. Signing of Contract

23.1 After notification, OTDC shall communicate to the successful Bidder to sign the Contract. Standard Contract Document (see Annexure - VII)

23.2 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the OTDC.

23.3 All formalities of negotiation and signing of contract will be completed within Fifteen (15) days of notification of award.

Annexure – II

Data Sheet and Check List

A. Data Sheet:

1.	Title of Service: Providing of Support Staffs to OTDC including its Units, Head office/corporate office in Odisha for a period of Three years and Extendable for further period based on performance.
2.	Name of the Client:- Odisha Tourism Development Corporation Limited
3.	Method of selection: Combined Quality And Cost Based Selection (QCBS) through bids from firms/ agencies/Companies.
4.	Selection of firm/agency: The bidders have to submit the technical Proposal giving their credentials, experience, financial status as per technical proposal form given at Annexure – III & Financial proposal as per Annexure–IV. The evaluation shall be made as per evaluation criteria specified at Annexure – I (Clause-18).
5.	Name of the manpower/ staff are to be placed are as per ANNEXED-A2
6.	Technical proposal to be submitted: YES, as per form given at annexure –III along with all supporting documents.
7.	Financial proposal to be submitted: YES, As per form given at Annexure- IV. The salary payable to manpower/Staff and carry out activities as per the ToR (Annexure – V) shall be as given at ANNEXED-A1.The bidders have to submit Financial proposal indicating the Service Charge which is the bidding parameter.
8.	Address for submission of Proposals: The Managing Director Odisha Tourism Development Corporation Limited Lewis Road , Bhubaneswar, Odisha PIN: 751014
9.	A pre-bid conference to beheld: YES Date:29 th December,2020, Time:11:30AM Place: Conference Hall of OTDC HQ
10.	Address:- The Managing Director Odisha Tourism Development Corporation Limited Lewis Road , Bhubaneswar, Odisha PIN: 751014
11.	Proposals shall remain valid for 30 days after the submission date indicated in this Data Sheet.
12.	Clarifications may be requested not later than 29th December 2020. All requests for clarifications will be directed to the above address. OTDC shall respond to requests for

	clarifications by electronic means after 5 (5) days of pre-bid meeting date.
13.	The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder: YES
14.	Joint Ventures or Consortium offer:- NOT permissible
15.	Bidders Eligibility Criteria–Applicable AS specified at clause - 2 ANNEXURE-I
16.	While submitting the proposal the bidder has to ensure that the technical Proposal for the assignment in original to be kept in sealed envelope with superscription “Technical Proposal for Providing of Support Expert/Staff to OTDC Limited and Financial Proposal in original to be kept in separate sealed envelope with superscription “Financial Proposal for Providing of Support Expert/Staff to OTDC Limited Both the above two sealed envelopes to be kept in an outer envelope marked as under.
17.	The outer envelope must be labeled with: a) Title: “Proposal for Providing of Support Expert/Staff to OTDC Limited b) RFP Number; c) Last date of bid Submission ; d) Full address of bid submission authority with contact no and email on the right; e) Full address of the Bidder with contact no and email on the left. f) On the envelope clearly write/print in bold capital letters “DO NOT OPEN EXCEPT IN THE PRESENCE OF OTDC AND PRIOR TO 18 th January 2021, (4.30PM)”.
18.	If any envelope is not sealed and marked as instructed, OTDC will assume no responsibility for the misplacement or premature opening of envelopes leading to disqualification of the Bidder from the bidding process.
19.	Tender fee must be deposited: YES Tender fee of Rs. 10,000/- (non-refundable) to be deposited. Earnest Money Deposit (EMD) to be submitted: YES EMD of Rs. 2.50 lakh (Refundable) to be deposited
20.	Form for Tender fee & Earnest will be: in shape of demand draft in favour of the MD OTDC LTD payable at Bhubaneswar. Bids not accompanied by tender fees and EMD shall stand rejected.
21.	A Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: YES
22.	The amount will be 5 percent of the total contract value; the same will be provided in the form of a Bank Guarantee (BG) as per format given in annexure –VII valid till completion of contract. Bank Guarantee will be made in the name of the MD OTDC LTD On submission of above BG, the EMD submitted is to be refunded.
23.	Proposals must be submitted no later than the following date and time: 18 th January 2021, (1.00 PM)”. Date & time of opening of Financial proposal
24.	Date and time for public opening of the Technical Proposals received: 18 th January , 2021 at 16.30 hours (4.30 PM). Date & time of opening of Financial proposal

	will be communicated later to eligible bidders.
25.	Expected date/month for commencement of consulting services: 1stMarch 2021
26.	Expected date/month for completion of consulting services: 28th February , 2024 Can be extended for further period of one year on the basis of performance.

B. Check List:

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

i)	1.	Whether the Technical Proposals have been properly marked, superscripted, labeled and sealed, as required?
	2.	Whether each proposal has been ink-signed by the appropriate authority? Have all the pages of the proposal been ink-signed?
	3.	Whether the Audited balance sheet for last three years been submitted along with the proposal and chartered accountants certificate for consultancy turnover?
	4.	Have the Tender Fee and EMD been enclosed with the technical proposal?
	5.	Whether the number of pages of the proposal properly indexed?
ii)	1	All the bidders should send:
		a) Agency's consent letter
		b) Brief Profile of the Agency
		c) Experience of successfully executing at least Two similar project for at least 1 year with total contract value of the project awarded being not less than Rs. 5.0 Crore - copy of work order/certificate to be enclosed.
		d) Self-certificate by Director/Owner of the bidders firm regarding the no of persons employed in roll of company as on 31stMarch 2020.
		e) Similar project in Odisha
	f) Proof of agency having at least 5years of experience of providing similar services in the context of providing Man power supply.	

Annexure -III

Technical Proposal Letter of Submission

Letter No.:

Place:

Date:

From:

[Name of firm with
Complete Address of Communication]

To:

**The Managing Director
Odisha Tourism Development Corporation Limited,
Lewis Road, Bhubaneswar
PIN: 751014**

**Subject: Providing of Support Expert/Staff to OTDC Limited in Odisha for a period of
Three years (Technical Proposal)**

Sir,

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated 21.12.2020. We are hereby submitting our Technical Proposal (As per Appendix-1) both in hard copy format sealed in an envelope.

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 30 days and we confirm that this proposal will remain binding upon us and may be accepted by you at anytime before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; and placed by the *(Name of the agency/institution)*. The Proposal has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

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.

I confirm that I have the authority of *(Name of the agency/institution)* to submit proposals/tenders and to clarify any details on its behalf.

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

Yours sincerely,

Enclosures:

Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

APPENDIX – 1

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

A. General Details:

SN	Name of the organization/ Firm/ Institute	
1.	Permanent address Tel : Fax: Email id :	
2.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : <i>(Attach Authorization letter of Competent Authority)</i>	
3.	Demand draft Details Tender fee Amount : DD No. : Issuing Date: Name of the Bank:	
4.	Demand draft Details OF EMD Amount : DD No. : Issuing Date: Name of the Bank:	
5.	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
6.	Whether the agency was ever blacklisted: Y/N If yes whether that blacklisting was not cancelled: Y/N <i>(If yes, attach copy of same and the affidavit)</i>	
7.	Brief professional background of the organization	
8.	Confirm to carry assignment as per TOR of RFQ	YES
9.	Confirm to accept all term & conditions specified in RFQ documents	YES
10.	Confirm whether you have an office in Bhubaneswar or agree to furnish an undertaking to open an office if selected to coordinate with OTDC	

11.	Proof of agency having at least 5years of experience of providing manpower service to Government Departments/ Govt. Institutes/ public sector undertaking companies/MNC(Private)	
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B. Financial Details:

SN	Year	Turnover	Net worth
1.	2017-18		
2.	2018-19		
3.	2019-20		
4.	Avg for 3 years		

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

C.A. Number of years of WORK Experience of the Bidder

year	Year of execution of assignment	Name of Project & Client Address	Contract copy page no
(1)	(2)	(3)	(4)
1			
2			
3			

(Add row if required)

C.(B): Total Number of personnel in payroll as of 31stMarch, 2020

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D. WORK Experience (Similar Project) up to 31/03/2020 With Contract value above Rs 500.0 Lakh

SN	Name of Client and Address	Project details in last 5year	Duration of project in years	Value of Contract in INR	Work order issued/MoA signed on (date) (Attach documents)	Status of implementation

(ADD ROWS IF REQUIRED)

E. Experience in Projects in Odisha (With contract value more than Rs 500 lakh in last 5 years up to 31st March 2020)

SN	Client and Address	Project details in last 5year	Duration of project in years	Value of consultancy fee in INR	Work order issued/ MoA signed on (date) (Attach documents)	Status of implementation

(ADD ROWS IF REQUIRED)

F. Methodology including Management Plan

A detailed write-up under the following heads to be submitted along with this offer.

- i. Appreciation of the project and response to the ToR.
- ii. Methodology including work plan and proposed management plan.
- iii. Provisions to secure and retain professionals.

Authorized Signature [In full and initials]: Name and
Title of Signatory:

Name of Firm:

Address:

ANNEXURE- IV

FINANCIAL PROPOSAL SUBMISSION

[Location, Date]

To:

**The Managing Director
Odisha Tourism Development Corporation Limited
Lewis Road, Bhubaneswar, Odisha
PIN: 751014**

Dear Sirs:

We, the undersigned, offer for Providing of manpower/ support Staff to OTDC Limited in Odisha for a period of Three years in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s)in words and figures]. This amount is exclusive of the Domestic tax (GST). We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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 Paragraph4 of the Part II Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Enclose: Financial Proposal

Format for Financial Proposal

Providing Support Expert/ Staff for OTDC Limited

Sl.	Name of position	Total No. of Specialists	Salary excluding all statutory charges like PF,ESI etc. as applicable Rs Per Month per person	TOTAL Amount per Month (3x4) RS	TOTAL Amount per YEAR (5x12) Rs
1	2	3	4	5	6
1	Manager (F&B)	1	27200/-	27200	326400
2	Asst. Engineer/Jr Engineer (Civil)	9	16880/-	151920	1823040
3	Asst. Manager (Accts.)	9	16880/-	151920	1823040
4	Asst. Manager (F&B)	5	16880/-	84400	1012800
5	Receptionist	9	8880/-	79920	959040
6	Store Keeper	1	8880/-	8880	106560
7	Stenography	1	9500/-	9500	114000
8	Data Entry Operator	28	8880/-	248640	2983680
9	Booking Asst. / Booking Clerk	2	8880/-	17760	213120
10	Office Asst.	1	8880/-	8880	106560
11	Driver	12	8880/-	106560	1278720
12	Cook	17	8880/-	150960	1811520
13	Electrician	4	8880/-	35520	426240
14	Guide	1	8880/-	8880	106560
15	Bill Clerk	2	8880/-	17760	213120
16	Despatcher	1	8880/-	8880	106560
17	Mali / Gardener	12	8390/-	100680	1208160
18	Waiter	24	8390/-	201360	2416320

19	Room Boy	17	8070/-	137190	1646280
20	Cook Helper	11	8390/-	92290	1107480
21	Bus Helper	3	8070/-	24210	290520
22	Dishwasher/ Sweeper	25	8070/-	201750	2421000
23	Peon/ Attendant	6	8070/-	48420	581040
24	Utility worker/ Multipurpose worker	9	8070/-	72630	871560
25	Chaukidar/ Security Guard	33	8070/-	266310	3195720
	Total	243			27149040
	TOTAL COST	In Rupees Two Crore Seventy one lac forty nine thousand forty only			27149040
	SERVICE CHARGE To be Offered by Bidder	IN PERCENTAGE (%) ---- To Quote percentage (in words) _____			To Quote

Note:

1. The bidder in the financial bid has to quote service charge. The service charges offered by bidder shall be on the above amount to be paid to the outsourced staff. The competent authority/ OTDC reserves the right to reject financial bids where service charges offered are very less and un-reasonable/ unviable. In other words, the financial charge cannot be negative or zero percentage of service charge. Price offered not complying to above condition will be rejected.
2. The selected bidders have to refer the Salary mentioned above and same shall be required to be paid to the staff in their respective Bank accounts. Valid proof of such financial transactions shall be submitted to OTDC on monthly basis. Post which, OTDC will reimburse the Salary to the selected bidder and in addition pay the SERVICE CHARGE, as applicable.
3. GST as applicable from time to time will be paid Extra.
4. Office space with necessary table, chair, laptop/computer system with other facilities like internet/printing/copying and all office stationeries will be provided to Managers/experts by OTDC Limited
5. The numbers of Experts/Staff can be Increased/Reduced based on requirement of the client and Bidder shall arrange to depute such personnel as per same terms of the contract.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure – V

TERMS OF REFERENCE (TOR)

A. Terms of Reference (ToR) for positions

1. Scope of work

The person selected for these positions will assist OTDC Limited at the Corporate /HO /unit level. The position is a contractual engagement, initially for three years. Renewal of contract is done every three years based on performance appraisal. The incumbent will directly report to the respective head of the department/Units /or as may be directed from time to time. The person should have good command on writing and speaking both English and the regional language and educational qualification experience & competencies as below.

2. THE PRESENT RFP IS FOR ADDITIONAL SUPPORT OF MANPOWER TO OTDC LTD

The details of additional Expert/ Staff to be provided and their Location have been given at ANNEXURE-A1 & ANNEXURE-A2. These Experts are required to support OTDC in carrying various functions. The Qualification and experience requirement of these experts are as under;

	Position	Education and Experience Particulars	Age
1	Asst. Engineer (Civil)	Degree in Engineering with two years experience in respective branch of Engineering in any organisation	21-35
2	Jr. Engineer (Civil)	Diploma in Engineering with two years experience in respective branch of Engineering in any organisation	21-35
3	Manager (F&B)	3 years Degree / 4 years Degree in Hotel Management and Catering Technology from a recognized institute with 15 years experience in hotel line.	Upto 40
4	Asst. Manager (Accts.)	B.Com with knowledge in Computer application and Tally with two years experience.	21-35
5	Asst. Manager (F&B)	3 years Degree / 4 years Degree in Hotel Management and Catering Technology from a recognized institute with two years experience.	21-35

6	Receptionist	Graduate in any Discipline having certificate course in Hotel Front Office / Reception with Computer knowledge and 2 years experience in Hotel / Hospitality Sector.	21-35
7	Stenography	Graduate with two years experience and speed of 30 characters per minutes with Stenography and sound Computer knowledge.	21-35
8	Office Asst.	Graduate, DCA with two years experience in Hotel Sector / Corporate Sector / Other Hospitality Sector.	21-35
9	Driver	H.S.C. with heavy driving license with 5 years experience	21-35
10	Cook	Craft Course in Food production from a recognized institute with two year experience.	21-35
11	Electrician	ITI certificate as electrician with two years experience or trade certificate of State Government.	21-35
12	Guide	Graduate in History with valid Guide License from Govt. of Odisha / Govt. of India, Tourism Deptt. With two year experience.	21-35
17	Bill Clerk	Graduate & DCA with two years experience in Hotel Sector / Corporate Sector / Other Hospitality Sector.	21-35
13	Despatcher	Graduate with two years experience in Hotel Sector / Corporate Sector / Other Hospitality Sector.	21-35
14	Khalasi	Class-VII with certificate to drive motor lunch with two years experience.	21-35

15	Mali / Gardener	Literate with two years experience in gardening.	21-35
16	Room Boy	HSC with craft certificate in Restaurant and counter service from a recognized institution with two year experience.	21-35
17	Waiter	HSC with craft certificate in Restaurant and counter service from a recognized institution with two year experience.	21-35
18	Cook Helper	Craft Course in Food production from a recognized institute with two year experience.	21-35
19	Bus Helper	Class-VII with knowledge in Vehicle maintenance and repairing.	21-35
20	Dishwasher/ Sweeper	Literate	21-35
21	Peon/ Attendant	M.E. Pass with knowledge in cycle riding	21-35
22	Utility worker/ Multipurpose worker	M.E. Pass with knowledge in cycle riding	21-35
23	Chaukidar/ Security Guard	10 th pass with knowledge Cycle riding and must have good physic. Height-not below 168 cm. Weight-not below 55 kg. Chest-Normal79, Expanded-84cm.	21-35

Note:

1. Firm to submit List of proposed selected manpower/ Support Staff within 15 days, from Communication of positions by the Authority. If Firm fail to provide suitable Personnel meeting the requirements beyond 20 days, the same shall be considered as default in performance of contract and Client may take action as per provision of contract including termination.
2. Relaxation in age shall be considered by OTDC for suitable & Experienced candidates for business requirement .

3. SPECIFIC RESPONSIBILITIES OF THE BIDDING FIRM/ INSTITUTE/ AGENCY

The Present RFP is ONLY for manpower/Support Staff to OTDC Limited. The Scope, Requirement of manpower and their responsibility has been indicated above for information of bidder as manpower/ support Staff has to work with OTDC Limited

FIRM shall ensure that the units comprises staff, who, along with their professional competency, possess skills and attitude for problem solving, relationship management, data analysis, provide feedback and coaching, and are gifted with a delivery mind set. The specific responsibilities of FIRM shall be:

- i. Procure and retain quality manpower in specified domain areas for OTDC Ltd.
- ii. Provide technical and managerial support to OTDC Limited to ensure effective implementation of duty & responsibilities in designated cities/towns/location.
- iii. Report on progress of activities and coordinate closely with OTDC Limited in the discharge of the roles and responsibilities specified for various experts.
- iv. Procure and retain services of qualified/humble/punctual and experienced professionals in specified domain areas for delivering the agreed deliverables.
- v. The FIRM shall ensure that all the manpower/Support Staff of OTDC Ltd are paid their salary/fee on or before 5th day of every succeeding month
- vi. The FIRM shall position its manpower/Support Staff at the respective location for accomplishment of assigned tasks as to be determined by OTDC. Additionally, the FIRM shall position senior faculties/consultants in advisory position for critical input to the assignment. The FIRM shall make their own arrangements for this purpose from the overall amount payable as per the payment schedule.
- vii. Report on progress of activities and coordinate closely with OTDC Limited in the discharge of the allied roles and responsibilities assigned to the Unit/HO/Corporate Office
- viii. The manpower deployed by the agency for OTDC Ltd will be dedicated full time staff. To ensure quality, the agency will develop and follow an exclusive HR policy describing the standards and guidelines for managing the manpower deployed. The manpower deployed should be in accordance with the service requirement of OTDC Limited for which they are being appointed.
- ix. The agency will ensure the selection of only those candidates who fulfil the eligibility criteria prescribed. Under no circumstances, should the selection and recruitment process be diluted
- x. The agency will ensure that in case a person on the team leaves, a replacement is made available in the shortest possible time. For the period of absence of a Personnel/Professional/Support Staff in OTDC Ltd for more than 15 days, the FIRM will not claim the remuneration against the Personnel/ Professional/ Support Experts concerned for the said period, i.e. period beyond 15 days of absence or non-engagement of such professionals.
- xi. All the monitoring and reporting aspects of this assignment will be under the control and supervision of OTDC Limited.

4. PAYMENT AND REPORTING SCHEDULE

- A. All manpower/support Staff are to report to OTDC Ltd. Who in turn deploy them to different units as per our requirements. Bidders to raise their invoice on monthly basis to OTDC Limited based on attendance certificates of manpower/support staff duly certified by respective Reporting Authorities as to be determined by OTDC and should also submit details of payment details made to Experts/Staff. Payment to bidders shall be released by

OTDC Ltd within 7 days of submission of Invoice along with above details. Further bidder shall submit quarterly progress report indicating activities performed and targets achieved.

- B. Service Provider to ensure payment to Expert/Staff are made as per rates fixed in RFP and service provider shall not Demand any Deposit / payment from personnel for above deployment. If during contract period it is found that Service provider is resorting to above, the same shall be considered as breach of contract and action including termination can be taken.**

5 VARIATION OF NUMBER OF PERSONNEL AND REQUIRMENT OF SPECIALISED EXPERTS

The numbers of manpower/support staff can be Increased/Reduced based on requirement of OTDC and Bidder shall arrange to depute/ dis-enagage such personnel as per same terms of the contract.

List of Support Staffs to be deployed:

S.No	Location Name/Units	No of Staff/Personal to be deployed
1	PNS Bhubaneswar	19
2	ANS Chandbali	5
3	YNS Satpada	5
4	TU Puri	6
5	PNS Chandenswar	9
6	PNS Barkul	7
7	PNS Paradeep	9
8	PNS Panchalingeswar	3
9	PNS Bhadrak	2
10	PNK Dhauli	1
11	PNS Rambha	7
12	PNS Puri	44
13	YNS Konark	6
14	Rest Nandankanan	1
15	Air Ticketing Unit -BBSR	4
16	PNS Keonjhar	8
17	PNS Sambalpur	7
18	PNS Balasore	2
19	PNS Chandipur	4
20	PNS Cuttack	5
21	PNS Gopal pur	4
22	PNS Rourkela	10
23	Transport Unit BBSR	16
24	PNS Taptapani	3
25	PNS Khandagiri	2
26	Head office	17
27	Building Project Division	15
28	Dept of Tourism	22
	Total	243

Annexure -VI

Standard Form of Contract

CONTENTS

I. Form of Contract

II. General Conditions of Contract

1. General Provisions

2. Commencement, Completion, Modification and Termination of Contract

3. Obligations of the Consultancy firm/agency

4. Consultancy firm/agency's Personnel and Sub-Consultancy firm/agencies

5. Obligations of the Client

6. Payments to the Consultancy firm/agency

7. Fairness and Good Faith

8. Settlement of Disputes

9. Liquidated Damages

10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A–Description of Services

Appendix B-Reporting Requirements

Appendix C –Staffing Schedule

Appendix D-Cost Estimates

Appendix E-Duties of the Client

Contract for Providing Support Expert/ Staff to OTDC Limited

between

The Managing Director, OTDC Limited

and

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

Dated:

Place:

I. Form of Contract

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

This CONTRACT (herein after called the “Contract”) is made the [day] day of the month of [month], [year], between **The Managing Director, OTDC Limited, Bhubaneswar, Odisha** (here in after called the “Client”), or the First Party and, [name of Consultancy firm/agency] (here in after called the “Consultancy firm/agency”) of the FIRM.

WHERE AS

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

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

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

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

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

- (a) the firm/agencies shall carry out and complete the Services in accordance with the provisions of the Contract; and

- (b) the “Client” shall make payments to the Consultancy firm/agency in accordance with the provision of the Contract

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

Signed by-----

In presence of

1.For and on behalf of the MD OTDC Limited.

[name of “Client”]

(Witnesses)

(i)

(ii)

In presence of

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

(Witnesses)

(i)

(ii)

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

(q) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

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

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

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the “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 Consultancy firm/agency may be taken or executed by the officials specified in the SC.

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

1.9 Fraud and Corruption

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

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

1.9.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION ANDTERMINATION OF CONTRACT

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

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

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

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

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

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

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

2.7 Force Majeure

2.7.1 Definition

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lock outs or other industrial action (except where such strikes, lock outs or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultancy firm/agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required here under.

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

2.7.3 Measures to be Taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations

under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm/agency, upon instructions by the “Client”, shall either demobilize or continue with the Services to the extent possible, in which case the Consultancy firm/agency shall continue to be paid proportionately and on 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 GC8.

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

2.9 Termination

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

- a. If the firm/agency fails to remedy a failure in the performance of its obligations here under, as specified in a notice of suspension pursuant to Clause GC2.8 herein above, within thirty(30) days of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.
- b. If the firm/agency becomes (or, if the Consultancy firm/agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) in solvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the firm/agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8hereof.
- d. If the firm/agency, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the firm/agency submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.
- f. If the firm/agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.

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

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

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

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC2.2 or GC2.9 hereof, or upon expiration of this Contract pursuant to Clause GC2.4 hereof, all rights and obligations of the Parties here under shall cease, except(i) such rights and obligations as may have accrued on the date of termination or expiration,(ii) the obligation of confidentiality set forth in Clause GC3.3 hereof, (iii) the Consultancy firm/agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.6 hereof, and(iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC2.9.1 or GC2.9.2 hereof, the Consultancy firm/agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy firm/agency and equipment and materials furnished by the “Client”, the Consultancy firm/agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

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

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

3. OBLIGATIONS OF THE FIRM/AGENCY

3.1 General

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

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

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

- a. The payment of the firm/agency pursuant to Clause GC6 hereof shall constitute the firm/agency’s only payment in connection with this Contract and, subject to Clause GC3.2.2 hereof, the Consultancy firm/agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations here under, and the firm/agency shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not

receive any such additional payment.

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

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

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

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

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

3.3 Accounting, Inspection and Auditing: The firm/agency(i) shall keep accurate and systematic accounts and records in respect of the Services here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and(ii) shall periodically permit the “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.

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

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

3.6 Documents Prepared by the firm/agency to be the Property of the “Client”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the

firm/agency for the “Client” under this Contract shall become and remain the property of the “Client”, and the Consultancy firm/agency 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 firm/agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the firm/agency and third parties for purposes of development of any such computer programs, the firm/ agency shall obtain the “Client’s prior written approval to such agreements, and the “Client” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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

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

4. FIRM/AGENCY’S PERSONNEL

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

4.2 Description of Personnel:

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

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

4.4 Removal and/or Replacement of Personnel:

- 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 firm/agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the firm/ agency shall forth with provide as are placement a person of equivalent or better qualifications.
- 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 Consultancy firm/agency shall, at the “Client’s written request specifying the grounds therefore, forth with provide as a replacement a person with qualifications and experience acceptable to the “Client”.
- c. Any of the Personnel provided as are placement under Clauses(a) and(b) above, as well as any reimbursable expenditures(including expenditures due to the number of eligible dependents) the firm/agency 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 firm/agency 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. OBLIGATIONS OF THE “CLIENT”

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

- a. Provide the firm/agency and Personnel with work permits and such other documents as shall be necessary to enable the Consultancy firm/agency or Personnel to perform the Services.
- b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of Odisha with respect to taxes and duties,

which are directly payable by the Consultancy firm/agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultancy firm/agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultancy firm/agency under this Contract shall be increased or decreased accordingly by agreement between the Parties here to, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

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

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

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

5.5 Counterpart Personnel:

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

6. PAYMENTS TO THE FIRM/AGENCY

6.1 Total Cost of the Services

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

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

Indian Rupees]

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

- a. The firm/agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as specified as per SC 10.
- b. Once a milestone is completed, the firm/agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the firm/agency without further delay.
- c. Final Payment: The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the firm/agency and approved as satisfactory by the "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the Consultancy firm/agency specifying in detail deficiencies in the Services, the final report or final statement. The firm/agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Client" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm/agency to the "Client" within thirty (30) days after receipt by the Consultancy firm/agency of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.
- d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the firm/agency and the Consultancy firm/agency has made presentation to the CMC / Client (Mention this if presentation is required) with / without modifications to be communicated in writing by the Client to the firm/agency.
- e. If the deliverables submitted by the firm/agency are not acceptable to the Client / CMC, reasons for such non-acceptance should be recorded in writing; the Client shall not release the payment due to the firm/agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Client.
- f. All payments under this Contract shall be made to the accounts of the firm/agency specified in the SC.
- g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the firm/agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Consultancy firm/agency in writing and the firm/agency has made necessary changes as per the comments / suggestions of the Client communicated to the firm/agency.

- h. In case of early termination of the contract, the payment shall be made to the Consultancy firm/agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The firm/agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified; (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the firm/agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rat a basis. The total amount payable shall be the amount calculated as per(i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

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

8.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of

the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

9. Liquidated Damages

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

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

10. Miscellaneous provisions:

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Contractor/ firm/agency shall notify the Client/ the Government of India of any material change in their status, in particular, where such change would impaction performance of obligations under this Contract.
- iv. Each member/constituent of the Contractor/ firm /agency, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v. The Contractor/ firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi. The Contractor/ firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/ firm/agency's) employees or agents or by any other third Party resulting from

or by any action, omission or operation conducted by or on behalf of the Contractor/ firm/agency.

- vii. The Contractor/ firm/agency shall at all times indemnify and keep indemnified the Client/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- viii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultancy firm/agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.

III.Special Conditions of Contract:

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

SC Clause	Ref. Of GC Clause	Amendments of, and Supplements to, Clauses in The General Conditions of Contract
1.	1.5	The addresses are: 1. "Client": Attention: Facsimile: 2. Consultancy firm/agency: Attention: Facsimile:
2.	1.7	{insert name of member}
3.2.1		The Authorized Representatives are: For the "Client": For the Consultancy firm/agency:
		The effectiveness conditions are the following:

- a. The contract to be signed within 15 days of intimation.
- b. Performance bank guarantees to be submitted within 15 days of contract signing.

- 5. 2.2 The time period shall be one months
- 6. 2.3 The time period shall be 15 days from effective date
- 7. 2.4 The time period of expiry of contract is 28.02.2024 and can be extended for further period based on performance..
- 8 4.5 a. The Resident Manager to be located at Bhubaneswar office of the Firm/Agency to coordinate with OTDC Limited
- 9.. 6.1 (b) The ceiling in local currency is Rs lakhs

10. 6.3 **PAYMENT AND REPORTING SCHEDULE**

AS Mentioned in TOR.

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

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

Binding signature of Contractor Signed by_____

(For and on behalf of duly authorized vide Resolution

No dated of the Board of Directors of)

In the presence of (Witnesses)

1.

2.

Appendices-IV

APPENDIX A–DESCRIPTION OF SERVICES

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

APPENDIX B-REPORTING REQUIREMENTS

Here reports mentioned at sc SL.10 ARE TO BE MENTIONED, along with details of persons for each ULB will be given here.

APPENDIX C–STAFFING SCHEDULE

APPENDIX D–Total COST OF SERVICES IN

Total cost under this contract will be limited tolakhs inclusive of all taxes and duties.

APPENDIX E-DUTIES OF THE “CLIENT”

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

Invoice format

INVOICE

Invoice No.: Invoice Date:
Service Tax
Registration No. PAN Number

The Managing Director
OTDC Limited
For Attention of General manager

Period of Consultancy:	Start Date _____	End Date _____
Invoice for supply of Manpower service to OTDC Limited		

Contract For: _____

Contract No.: _____

Maximum Contract Value: _____ Total Amount Received _____

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

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

PLEASE MAKE PAYMENT TO:

Bank Account: _____ Bank SWIFT ID: _____

Account Number: _____ Account Number: _____

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

Signature of Bidder

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

GENERAL MANAGER

Bank Guarantee Format for Performance

To
The Managing Director
OTDC Limited
Bhubaneswar, Odisha

WHEREAS.....(name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract nodated.....to provide service of(description of services) (herein after called "the contract").

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

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

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

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

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

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

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

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

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

**Preferably at Bhubaneswar*