

Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili in the district of Jajpur

Issued By:

Collector, Jajpur, Odisha

Email: iadjajpur@gmail.com

June 2021

Table of Contents

1	INTRODUCTION.....	5
1.1	BACKGROUND.....	5
1.2	OBJECTIVES	5
1.3	OVERVIEW OF BIDDING PROCESS.....	6
1.4	INDICATIVE SCHEDULE OF BIDDING PROCESS.....	7
1.5	CLARIFICATIONS ON RFP AND PRE-BID MEETING	7
1.6	AMENDMENT OF RFP.....	8
2	INSTRUCTION TO BIDDERS.....	8
2.1	BID SECURITY.....	8
2.2	SCOPE OF WORK.....	9
2.3	CONTRACT AND PAYMENT TERMS.....	10
2.4	BIDDING PROCEDURE.....	10
2.5	SUBMISSION OF BIDS.....	11
2.6	COST OF PROPOSAL.....	11
2.7	LANGUAGE AND CURRENCY	11
2.8	NUMBER OF PROPOSALS.....	12
2.9	PERIOD OF ASSIGNMENT.....	12
2.10	VALIDITY OF BID.....	12
2.11	PERFORMANCE SECURITY.....	12
2.12	FINANCIAL BID.....	12
2.13	WITHDRAWAL / AMENDMENT OF BID.....	12
2.14	REJECTION OF APPLICATION/ BID	12
2.15	LATE PROPOSALS.....	13
2.16	DOWNLOAD OF RFP DOCUMENT	13
2.17	BID SUBMISSION	13
2.18	DISQUALIFICATION	13
3	EVALUATION PROCESS.....	13
3.1	ELIGIBLE AGENCIES.....	13
3.2	KEY PERSONNEL.....	14
3.3	BID EVALUATION.....	15
3.4	EVALUATION CRITERIA.....	16
4	ANNEXURE - I.....	18
5	ANNEXURE - II.....	19
6	ANNEXURE - III.....	21
7	ANNEXURE - IV.....	22
8	ANNEXURE - V.....	23
9	ANNEXURE - VI.....	24

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

10	ANNEXURE - VII.....	25
11	ANNEXURE - VIII.....	27
12	ANNEXURE - IX.....	28
13	ANNEXURE X.....	30
14	ANNEXURE XI: Standard Conditions of Contract (SC).....	31

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Collector, Jajpur or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Collector, Jajpur to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Collector, Jajpur in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Collector, Jajpur accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Collector, Jajpur, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

Collector, Jajpur also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

Collector, Jajpur may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that Collector, Jajpur is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and Collector, Jajpur reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Collector, Jajpur or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1 INTRODUCTION

1.1 BACKGROUND

In Odisha, Jajpur is considered as a land of fertile soil and rich mineral resources. Administratively, Jajpur district consists of 10 Blocks, 10 tehsils, 311 Gram Panchayats and 4,286 wards. In Jajpur, industrial development comes next to agriculture which offers the maximum opportunity to create employment to its citizens. Jajpur is also poised as country's largest steel hub with many major units starting production (Tata Steel Ltd, Jindal Industries, etc.) and yet others trying to find their place in the district's rich industrial scenario. This is primarily attributed to the geographic advantage of Kalinga Nagar and nearby area Panikoili, Kalinga Nagar Industrial Area is well connected with the capital city of Bhubaneswar (105 km) by air, Byasanagar (15 km) by rail and Paradip (111 km) by seaport. In addition to the mineral resources, Jajpur district is equipped with skilled human resources to meet the downstream linkages that typically follows large scale industrial development.

The Government of Odisha has earmarked two areas, i.e. firstly at Panikoili and secondly under the Kalinga Nagar Industrial Development Authority (KNDA) to develop world-class industrial townships. Jajpur administration and the KNDA will be the local authority undertaking these two developments. Odisha Industrial Infrastructure Development Corporation (IDCO) is actively working with District Administration in Jajpur and KNDA to develop the physical and social infrastructure required for the proposed industrial area at these two earmarked project sites.

1.2 OBJECTIVES

The primary objective of the project is to enhance the existing core ecosystem through targeted investments. The four core components for the proposed industrial infrastructure development agenda are as follows:

- **Social infrastructure**
- **Industrial Infrastructure**
- **Park management and governance**
- **Promotion and branding**

To accelerate industrial development, there is a need to facilitate a collaborative approach between the public and the private sector to specifically develop the social and trunk infrastructure outlaying on the existing development.

Presently, the state government has decided to focus on development and provision of Social Infrastructure such as housing, healthcare facilities, educational institutions, green space development, security services, recreation. Additionally, elements of trunk infrastructure such as expansion of power supply, provision of water and sanitation infra and development of roads to improve connectivity will also be considered. For these, following two sites are earmarked: (i) 100 acres at KNDA area; and (ii) 200 acre at Panikoili. These two project sites have been identified to create an Industrial Township.

For the state government, in the medium to long term, the outcome of developing this integrated ecosystem is to accelerate industrial development in Jajpur, consequently an increase in government revenue, ability to promote vertical & horizontal linkages for industrial growth, develop local supply chains and attract new industrial players with a focus on environmental sustainability.

From an industries perspective, some of the benefits from creating an enabling environment for the existing industries are an improvement in the availability of basic services, savings on capital and time, provision of professionally managed services at optimal cost, economies of

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

scale (low overheads on commute, facility management), ability to attract human resources and an clear focus on core industrial activities and competencies. This in turn allows the new industries to leverage the enabling environment by offering opportunities for plug and play infrastructure, set up a single park governance management and utilize the existing environment to create upstream and other downstream opportunities.

With this background, the Government has decided to engage a professional services agency (hereinafter “the Consultant”) to provide consulting support for transformation of the area through development of two townships measuring 100 Acres and 200 Acres in Kalinga Nagar & Panikoili respectively in the district of Jajpur, Odisha.

The Government of Odisha understands the importance of international engagement and learning from leading practices, especially in terms of building sustainable cities / industrial areas. Odisha was the first state in India to receive grant funding from the Green Climate Fund for Ground water recharge and Solar Micro Irrigation in 2018. The State Government thus intends to leverage similar facilities and frameworks such as Eco-Industrial Parks, etc. The Consultant is expected to be well versed with the leading practices in sustainable industrial development, in line with UN’s Sustainable Development Goals and should be able to demonstrate the same in the team, prior experience and approach.

1.3 OVERVIEW OF BIDDING PROCESS

Bidders are called upon to submit their RFP proposals in respect of the Project, in accordance with the formats, terms and conditions of the RFP. The RFP will be available for download, free of cost, at <https://jajpur.nic.in/> . All Bidders must submit a sum of Rs.10,000/- (Rupees Ten thousand only) towards the cost of the RFP Document in the form of Demand Draft only. This is inclusive of GST. The bidder may deposit the cost of RFP through NEFT / RTGS as well. Following is the bank account detail for the transfer of money against the Bid Fee: **Collector Jajpur, State Bank of India, Jajpur, Account no.: 40156757781, IFSC: SBIN0000094**; and Rs. 5,00,000 (Rupees Five Lakhs Only) as Bid Security in the form of Bank Guarantee / Term Deposit Receipt (TDR) issued by any Nationalised or Scheduled Bank having branch at Odisha in favor of “Collector, Jajpur” along with their Proposal as per the conditions outlined in this RFP. The cost of the RFP Document should be submitted in the form of Demand Draft in favor of “Collector, Jajpur”, payable at Odisha from any Nationalised or Scheduled Bank and Bid Security should be submitted in the form of a Bank Guarantee / Term Deposit Receipt (TDR) issued by any Nationalised or Scheduled Bank having branch at Bhubaneswar in favor of “Collector, Jajpur”.

The selection of the Preferred Bidder for this Project is envisaged through a single-stage process involving evaluation of two-part Proposals received from Bidders covering:

- a. Part I – Technical Bid
- b. Part II – Financial Bid

The RFP proposals would be evaluated in two steps in line with the Evaluation Process described in this RFP. The first step involves evaluation of **Part I – “Technical Bid”** of Bidders. The Technical Bid evaluation will be carried out as per the criteria laid down in in this RFP. The Financial Bid of bidders who does not qualify at the Technical Evaluation stage, will be returned unopened at the end of the Bid Process.

The second step involves opening of **Part II – “Financial Bid”**. The Financial Bid of those Bidders who are technically qualified will be opened.

1.4 INDICATIVE SCHEDULE OF BIDDING PROCESS

While Collector, Jajpur reserves the right to change / modify the steps and the timelines of the bidding schedule as necessary, it shall endeavour to adhere to the bidding schedule provided in the below table:

S. No	Descriptions	Tentative Timelines
1	Date of issue of RFP document	24.06.2021
2	Last date of receiving queries	30.06.2021 on or before 05:00 PM
3	Date of Pre-Bid Meeting	02.07.2021 at 12:00 PM
4	Issue of Clarifications	04.07.2021
5	Proposal Due Date	15.07.2021 on or before 03:00 PM
6	Opening of Technical Bids and Presentation	16.07.2021 between 09:00 AM and 10.30 AM
7	Opening of Financial Bids	To be announced later

1.5 CLARIFICATIONS ON RFP AND PRE-BID MEETING

Prior to the Pre-Bid meeting, Bidders may submit a list of queries and propose suggestions and modifications, if any, to the RFP. Any queries or request for additional information concerning this RFP shall be submitted in writing by Speed Post or by facsimile or by electronic mail to Collector, Jajpur on or before date mentioned in Section 1.4 at iadjajpur@gmail.com. The communications shall clearly bear the following identification / title: "Request for Information: RFP for Transformation Consultants for Industrial Area Development at Kalinga Nagar and Panikoili under Collector Jajpur, Government of Odisha".

Collector, Jajpur proposes to hold a Virtual Pre-Bid meeting (link will be uploaded in the website) as per date and time mentioned in Section 1.4 at Jajpur, Odisha to discuss issues related to the RFP with all the prospective Bidders. Collector, Jajpur at its discretion may also hold further discussions with the prospective Bidders in relation to the submission of RFP proposal before submission. Only three representatives from each bidder with necessary authorization will be allowed to attend the meeting virtually. The link and details of this will be made available to interested bidders.

Collector, Jajpur shall endeavour to respond to the queries at the earliest. However, Collector, Jajpur reserves the right not to respond to any question or provide any clarification, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring Collector, Jajpur to respond to any question or to provide any clarification. Collector, Jajpur will not respond to the question raised by Bidder if it is going to affect the outcome of the bidding process as well as affect the different qualification criteria in this bidding document. Collector, Jajpur will upload all the queries and its responses on <https://jajpur.nic.in/>.

To facilitate evaluation of Proposals, Collector, Jajpur may, at its sole discretion, seek written clarifications from any Bidder regarding its Proposal through electronic mail or facsimile. Such clarification(s) shall be provided within the time specified by the Collector, Jajpur for this purpose. If a Bidder does not provide clarifications sought within the prescribed time, such

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

Bidder's Proposal shall be liable to be rejected. In case the Proposal is not rejected, Collector, Jajpur may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding and that of its advisors. The Bidder shall not have the right to subsequently question such interpretation of Collector, Jajpur.

Collector, Jajpur shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

1.6 AMENDMENT OF RFP

At any time prior to the deadline for submission of Proposal, Collector, Jajpur may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum to the RFP. Collector, Jajpur may also on its own initiative, issue interpretations and clarifications to all Bidders.

Any Addendum thus issued will be uploaded <https://jajpur.nic.in/>. All clarifications and interpretations issued by Collector, Jajpur thus shall be deemed to be part of the RFP.

Verbal clarifications and information given by Collector, Jajpur or its employees or representatives shall not in any way or manner be binding on Collector, Jajpur.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Collector, Jajpur may, at its own discretion, extend the Proposal Due Date.

2 INSTRUCTION TO BIDDERS

Collector, Jajpur under Government of Odisha intends to engage a consultancy firm for setting up of Technical Support Unit of Transformation Consultants for Industrial Area Development at Kalinga Nagar for a period of 12 months. Collector, Jajpur hereby invites Request for Proposal (RFP) from interested and eligible firms/ agencies/ organizations (the "Bidders") for appointment of consultancy agency for Transformation Consultants for Industrial Area Development at Kalinga Nagar through development of two townships measuring 100 Acres and 200 Acres in Kalinga Nagar and Panikoili respectively in the district of Jajpur, Odisha. Leading consulting / advisory firms of national / international repute who are eligible as per the provisions of this RFP can apply. The detailed procedure for submission of BID along with the bid process has been given in this of the RFP document. The prescribed format for submission of BID is at Annexure-I.

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

2.1 BID SECURITY

The Bid must be accompanied by a refundable Bid Security amount of Rs. 5,00,000/- (Rupees Five Lakhs only) in the form of Bank Guarantee / Term Deposit Receipt (TDR) issued by any Nationalised or Scheduled Bank having branch at Odisha in favour of "in favour of "Collector, Jajpur" and a non-refundable RFP Document Cost of Rs. 10,000/- (Rupees Ten thousand

only) separately in the form of Demand Draft drawn in favour of “Collector, Jajpur” payable at Odisha. This is inclusive of GST. The bidder may deposit the cost of RFP through NEFT / RTGS as well. Following is the bank account detail for the transfer of money against the Bid Fee: **Collector Jajpur, State Bank of India, Jajpur, Account no.: 40156757781, IFSC: SBIN0000094**. After selection of the suitable Bidder, the amount of Bid Security shall be refunded to the unsuccessful Bidders. The Bid Security of the successful Bidder shall be refunded upon submission of a Performance Guarantee.

2.2 SCOPE OF WORK

The scope of work of the project is divided into the following tasks:

- **Task 1: Preparation of Transformation Blueprint for two Industrial Township at Kalinga Nagar and Panikoili**
 - Use a future-back approach with an understanding of tomorrow’s potential futures for the area
 - Engage with stakeholders including industry, government, local ULBs, etc. to understand current state and plans for growth.
 - Review existing documents prepared by KNDA such as Master Plan, Vision Plan, etc.
 - Support the Client in identifying the components (such as housing, hospital, recreational, green spaces, etc.) of the two Industrial Township measuring 100 acres and 200 acres of land parcel at Kalinga Nagar & Panikoili respectively. The selected consulting firm may, however, be required to understand the project influence area to carry out the demand assessment.
 - Prepare basic area plan¹ and business model for the proposed townships
 - Prepare Detailed Blueprint² including demand assessment, infrastructure requirements, institutional / regulatory requirement, number and type of housing required, catchment, etc.

- **Task 2: Institutional support to KNDA**
 - Understand KNDA’s future vision, upcoming projects, and long-term goals
 - Conduct current state assessment on KNDA in terms of people, process, technology, customer/citizen engagement, industry engagement, partnerships and knowledge management
 - Identify gaps within the existing institutions structure, capacities and the requirements basis the future plants of KNDA
 - Prepare a plan for addressing gaps in terms of institutional structure, human resources, financial, processes, technology, industry engagement, partnerships and knowledge management. The selected consultant will be facilitated by the office of Collector / its representative to coordinate with the other departments/agencies.
 - Assist the Client in identifying the prevailing trends in Indian cities/ regions with regard to urban development.
 - Review of the vision for leading cities/regions across the globe – both brownfield and greenfield.
 - Stakeholder consultation/s to identify the priorities and perspectives of KNDA
 - Provide innovative ideas and solutions for KNDA aimed at a citizen centric approach.

¹ Drawing preparation will not be part of Consultant’s scope of work

² Master Plan preparation will not be part of Consultant’s scope of work. The Consultant shall support in onboarding a Master Planner for its preparation.

- Support KNDA over the duration of the project to implement the proposed interventions and strengthening institutions and building capacities
- **Task 3: Mapping schemes of Government of Odisha (GoO), Government of India (GoI) and other international institutions relevant for Industrial township and Park**
 - Study various schemes of the Government of Odisha and the Government of India linked to industrial development, affordable housing, urban development etc. to identify potential schemes to leverage for development of the Township
 - Balance and leverage multiple stakeholder input to help develop cohesive proposal drafts
 - Engage with relevant government stakeholders/departments to understand the modalities of the shortlisted schemes to understand requirements
 - Support the Client in preparing proposal documents, application forms, etc. as per defined format for the schemes to secure support/funding
- **Task 4: Procurement/supply side optimization**
 - Develop a procurement strategy and operating model in line with the overall plan and targets.
 - The selected consultant will be required to assist the authority for procurement of service provider such as Master Planner, Architect, Technical Consultant etc. with respect to planning & development of this project. The selected consultant shall be responsible for scope of work as per this RFP only. It is further clarified that the design review, construction supervision is not part of the scope of work of the selected consultant
 - Assist in preparing procurement documents as per government guidelines, selection and onboarding of the relevant third parties
 - Contract Management: Help define the overall strategy for contracting from initiation through award, to compliance and renewal.
 - Reviewing contract processes and also identifying recommended updates to service metrics

The duration of the project is 12 months.

Post the completion of these Tasks, the Client may engage the Consultant on person-month basis to provide support. The detailed scope, deliverables and fee for this will be finalized basis mutual consultation and agreement.

2.3 CONTRACT AND PAYMENT TERMS

The contract shall be a lumpsum contract and payment to consultant will be made on a monthly based on human resources deployed. The payment will be made on submission of the Monthly Progress Report at the end of every month. The duration of the contract will be for 1 year. Payment will be due on submission of invoice for the said Monthly Progress Report. Payment terms will be within 30 days of submission of the invoice. Please refer annexure XI for Standard Conditions of Contract.

2.4 BIDDING PROCEDURE

The Bidder fulfilling the eligibility conditions as laid down in Section 3.1 in this RFP shall submit the Bids in Two separate covers (as per the format given in Annexure I to X), as follows:

Cover (A) would include the Technical Bid i.e. the proposal and documents in support of the eligibility conditions as mentioned above (Annexure-1 to VIII & X).

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

Cover (B) would include the Financial Bid as per Annexure-IX.

2.5 SUBMISSION OF BIDS

The **envelopes should be super-scribed** as “RFP for Transformation Consultants for Industrial Area Development at Kalinga Nagar and Panikoili in the district of Jajpur, the Government of Odisha – Technical Bid / Financial Bid” as the case may be. Bid Security and RFP document fee shall be submitted in the Technical Bid envelope.

The **two envelopes** (Technical Bid and Financial Bid) should be enclosed in a large cover super-scribed as “RFP for Transformation Consultants for Industrial Area Development at Kalinga Nagar and Panikoili in the district Jajpur, Government of Odisha – Technical Bid / Financial Bid”.

The Bidders shall submit two copies of the proposal in separate envelopes marked “**Original**” and “**Copy**” respectively. In the event of any discrepancy between the Original and Copy, the Original shall prevail. The envelopes shall be addressed to the following:

The Collector
Collectorate Building
Collector Office, Jajpur, Odisha
Pin code: 755 001
Tel: +91 6728 222 001
Email: hactjajpur@gmail.com

Every sheet and all forms complete in all respect shall be signed by the person / persons duly authorized to sign on behalf of the applicants. Any / all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

Note: Since the logistics / courier network has been heavily impacted due to the COVID-19 lockdowns, Bidders are allowed to make “by-hand” submission of the Bids.

2.6 COST OF PROPOSAL

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including data collection, analysis, design, etc. Neither Collector, Jajpur nor any of its consultants / advisors will be responsible or liable for any such costs, regardless of the conduct or outcome of the bidding process.

Due to the current COVID-19 Pandemic situation, the team is expected to work remotely in the initial stages of the project. However, the Client reserves the right to instruct the Consultant to deploy the full-time team in Jajpur District Administration Office in the future as per requirement and status of the pandemic. In such a scenario, the Client will provide dedicated seating space in Jajpur Collector office to the Consultant’s team, including internet connection, electricity and other support infrastructure. However, the Consultant is expected to factor in these additional costs when submitting the Proposal.

2.7 LANGUAGE AND CURRENCY

The Proposal and all related correspondence and documents in relation to the Bidding Process shall be in English language. The currency for the purpose of the Proposal shall be Indian Rupee only.

2.8 NUMBER OF PROPOSALS

A Bidder shall submit only one Proposal as part of this bidding process. Any entity that submits or participates in more than one Proposal will cause all the Proposals in which the entity has participated to be disqualified.

2.9 PERIOD OF ASSIGNMENT

The tenure of assignment / contract would be for a period of 12 (twelve) months from the date of signing of agreement. The authority reserves the right to extend the tenure of the assignment, subject to consent from the selected consultant, on or before the expiry of the period of 12 months from the data of signing of the agreement.

2.10 VALIDITY OF BID

The fresh application Bid shall be valid for a period of 180 days from the last date of submission of application.

2.11 PERFORMANCE SECURITY

After selection of preferred bidder, the amount of Bid Security shall be refunded to the unsuccessful bidders. The Bid Security of the successful Bidder shall be retained by Collector, Jajpur till it has furnished the Performance Security. The Performance Security shall be submitted to Collector, Jajpur within 15 days of issuance of Letter of Award (LoA).

The Performance Security shall be obtained from the selected agency in the form of Bank Guarantee to the tune of 5% of the contract value. Performance security in the form of Bank Guarantee shall initially be valid till the end of the agreement period. In case, the assignment extends beyond the initial contract period, the validity of the Bank Guarantee shall be suitably extended.

2.12 FINANCIAL BID

The agency should quote lump sum monthly professional fee (cumulative of 'Professional fee to be charged for each of the personnel for this project', and 'Out of Pocket Expenses') for consulting services. This shall be excluding the applicable taxes. The bidders are advised to follow the format of Financial Bid as per Annexure IX of the RFP.

2.13 WITHDRAWAL / AMENDMENT OF BID

At any time prior to the last date of receipt of Bids, the Department, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the Department may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the invitation to RFP. The Collector, Jajpur reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

2.14 REJECTION OF APPLICATION/ BID

The application / Bid for appointment as Project Advisor are liable to be rejected, if:

- a. It is not received in proper sealed cover with superscription as indicated above.
- b. It is not in prescribed form and not containing all required details/ information/ documents.
- c. It is not properly signed.

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

- d. It is received after the due date and time.
- e. Bid is received by telex, fax, telegram or e-mail.
- f. Bid received without cost of Bid document and Bid Security.
- g. Collector, Jajpur reserves the right to:
 - To reject any/all application without assigning any reasons thereof
 - To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of Collector, Jajpur

To include any other items in the Scope of Work at any time after consultation in the pre-Bid meeting or otherwise during the course of implementation of the mentioned scope of work.

2.15 LATE PROPOSALS

Proposals received by the Collector, Jajpur after the specified time on Bid Submission shall not be eligible for consideration and shall be summarily rejected.

2.16 DOWNLOAD OF RFP DOCUMENT

The RFP document can also be downloaded from the Odisha Government website i.e. www.tendersodisha.gov.in

2.17 BID SUBMISSION

The proposals / bids may be addressed to The Collector, Jajpur, Odisha. The complete proposal / bid should reach the office of The Collector, Jajpur on or before 3:00 PM on 15.07.2021.

2.18 DISQUALIFICATION

The Bidder shall be disqualified if it is discovered that it has wrongly stated/manipulated the facts and figures in the proposal at any stage before the award of the assignment. Any Bidder trying to influence the evaluation process by any means shall be disqualified. Bid Security would be forfeited in such a case.

3 EVALUATION PROCESS

3.1 ELIGIBLE AGENCIES

The agencies intending to bid for the engagement of Project shall fulfil the following eligibility conditions:

- a. The bidder should be a Company/ Firm / LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on March 31, 2020
- b. The bidder should have a Minimum Turnover of INR 1,000 crore from consulting/ advisory business during the last 3 (three) preceding financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20 (Supported by duly audited balance sheet and statutory auditor certificate).
- c. The bidder should have experience (ongoing / completed projects) of working in industrial development at International / Central / state / local level (Documentary evidence issued in the name of the bidding entity / consortium in the form of Signed Agreements / Work Order / Letter of Award (LoA) Certificate from Client / Self-Certified statement on bidding entity's company's letterhead.

- d. The bidder should have experience of working on frameworks, design, implementation and management of industrial park concepts (Documentary evidence issued in the name of the bidding entity / consortium in the form of Signed Agreements / Work Order / Letter of Award (LoA) Certificate from Client / Self-Certified statement on bidding entity's company's letterhead)
- e. The Experience of working for International / Gol / state / other government agencies / Multilateral Financial Institution (World Bank, ADB, GIZ, etc.) in the real estate / township domain (including experience in housing / township development, policies, building plan) during the past ten (10) years with relevant organizations including Urban & Housing Department / Ministry, Development Authorities, Municipalities, Govt. Construction agencies / PSUs etc. (Documentary evidence issued in the name of the bidding entity in the form of Signed Agreements / Work Order / Letter of Award (LoA) Certificate from Client / Self-Certified statement on bidding entity's company's letterhead)
- f. The bidder should have experience of working with District Mineral Foundation in India (at-least 1 engagement).

3.2 KEY PERSONNEL

The Project team will comprise of Key Professionals at the at two levels – Transformation Managers who shall lend their subject matter expertise to the other level, Transformation Execution team which shall deliver the project. The onsite team shall be based at Collector office, Jajpur as specified below.

S. No.	Key personnel	Length of professional experience	Qualifications	Location
Transformation Manager				
1.	Project Director	15 years	<ul style="list-style-type: none"> • Master's degree in management, economics, finance, planning, engineering or other related field • Experience of working on government consulting assignments for housing and other related projects and leading the team. 	Off-site
Transformation Execution				
2.	Team Lead	8 years	<ul style="list-style-type: none"> • Master's degree in management, economics, finance or another related field • Experience of working and leading teams on government consulting projects 	On-site
3.	Supply Chain Expert	6 years	<ul style="list-style-type: none"> • Master's degree in management, economics, finance or another related field • Experience of providing procurement support to government departments 	On-site

S. No.	Key personnel	Length of professional experience	Qualifications	Location
4.	Consultant Urban planning	4 years	<ul style="list-style-type: none"> Master's degree in urban planning/construction or related field and Bachelor's in planning/architecture or related field Experience of working on planning, housing, development related aspects for urban areas, cities, industrial townships, industrial areas, etc. 	On-site
5.	Consultant Process	4 years	<ul style="list-style-type: none"> Master's degree in Planning or Engineering or Management or related field in business, process. Experience of supporting government entities on process mapping, process advisory, BPR etc. 	Off-site

The Client reserves the right to engage a greater number of resources to meet the emerging requirements of the program. In such an eventuality, the additional resources shall be deployed by the consultant at a rate applicable for similar resources and as per the Person-month rates in the financial bid.

3.3 BID EVALUATION

The firm will be selected based on combined Techno-Financial evaluation of the proposal in the ratio of 80% (Technical) and 20% (Financial).

The financial bids will be evaluated on a score 0 to 20. L1 will get 20 marks and the others will get marks in proportion to L1. Thus, if the quote of L1 is Rs. X and L2 is Rs. Y, then L2 will get $Y/X*20$ marks.

Commercial bids with less than 70% cost of average lumpsum cost, shall be disqualified. Average lumpsum cost shall be calculated as the average cost of upto four (4) of the lowest bidders, excluding the cost of L1.

For example, 4 bidders namely A, B, C and D have quoted Rs 100, 110, 120 and 50 respectively as lumpsum cost. The average lumpsum cost shall be $(100+110+120)/3 = 110$. The cost quoted by D (Rs 50) is less than 70% of the average cost of Rs 110. Thus, the commercial bid of D shall be rejected. In this case, cost quoted by A (Rs 100) shall be considered as L1.

The successful applicant shall be the applicant having the highest combined score. In the event two or more proposals have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

3.4 EVALUATION CRITERIA

The technical Bid will be evaluated on a scale of 100, and the breakup for each criterion would be as follows:

S. No	Criteria	Marks													
1	Technical qualifications – Firms Experience: 40 marks														
1. a	<p>Annual Average Turnover for the last three (3) years:</p> <p>10 marks for the bidder with highest average annual turnover. Other bidders shall be awarded prorated marks as per the below illustration</p> <table border="1"> <thead> <tr> <th>Bidder</th> <th>Avg. Annual Turnover (of Last Three Years)</th> <th>Marks assigned for this Criteria (Max. Marks: 10)</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>INR 100 crore (highest average annual turnover)</td> <td>10</td> </tr> <tr> <td>Y</td> <td>INR 80 crore</td> <td>8</td> </tr> <tr> <td>Z</td> <td>INR 50 crore</td> <td>5</td> </tr> </tbody> </table> <p>Above requirement shall be demonstrated by submitting audited financial statements for the last three (3) years.</p>	Bidder	Avg. Annual Turnover (of Last Three Years)	Marks assigned for this Criteria (Max. Marks: 10)	X	INR 100 crore (highest average annual turnover)	10	Y	INR 80 crore	8	Z	INR 50 crore	5	Max 10 marks for highest turnover	10 marks
Bidder	Avg. Annual Turnover (of Last Three Years)	Marks assigned for this Criteria (Max. Marks: 10)													
X	INR 100 crore (highest average annual turnover)	10													
Y	INR 80 crore	8													
Z	INR 50 crore	5													
1. b	International / Indian experience of working on frameworks / design / implementation / management / feasibility / transaction of industrial park concepts such as EIPs / green industries / green EPZs / SEZs / sustainability agenda /SDGs / unlocking climate finance with government agencies / MFIs (Multilateral Financial Institutions such as World Bank, ADB, etc.)	2 marks for each assignment	10 marks												
1. c	Experience of working with District Mineral Foundations in India	2 marks for each assignment	10 marks												
1. d	Experience of program management, business process, blueprint preparation, business planning, etc. for industrial development authorities, corporations and government entities in India	2.5 marks for each assignment	5 marks												
1. e	Experience of working in Gol and other states in the real estate/township domain (including experience in housing / township development, policies, building plan) during the past ten (10) years with relevant organizations including Urban & Housing Department / Ministry, Development Authorities, Municipalities, Govt. Construction agencies / PSUs etc.	2.5 marks for each assignment	5 marks												

S. No	Criteria	Marks
2	Team qualifications: 20 marks	
2. a	Project Director	7.0
2. b	Team Lead	3.5
2. c	Supply Chain Expert	3.5
2. d	Consultant -Urban Planning	3.0
2. e	Consultant – Process	3.0
3	Evaluation of A&M and Technical Presentation: 40 marks	
3. a	Assessment of Approach & Methodology: Approach & Methodology indicated in the proposal, the proposed team along with work plan based on the terms of reference highlighting the job responsibility of each team member.	20 marks
3. b	Technical Presentation: The bidders shall be invited for a Power Point presentation in front of the committee to be formed by the client to evaluate the presentation	20 marks

* Evaluation criteria for key personnel

Particulars	% weightage
Requisite academic qualification	20
Requisite length of experience	20
Relevant professional experience in the sector	30
Experience relevant to ToR	30

Only those bidders who score more than 70% marks in the technical evaluation will be considered for financial evaluation.

Note:

1. *Physical / On-line presentation will be done. The proposed team members should be available for presentation. (*Note: A decision will be taken and intimated accordingly before presentation in compliance with COVID-19 guideline of Government of India and Government of Odisha.)
2. Date is subject to change depending on COVID-19 Situation
3. It will be the duty of the bidder to check and comply with the travel conditions approved by the Government.
4. Due to the current COVID-19 Pandemic situation, the team is expected to work remotely in the initial stages of the project. However, the Client reserves the right to instruct the Consultant to deploy the full-time team in Jajpur District Administration Office in the future as per requirement and status of the pandemic

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

4 ANNEXURE - I

TECHNICAL BID SUBMISSION FORM

To

< >,

Collector,

Jajpur, Odisha

Sub: RFP for Transformation Consultants for Industrial Area Development at Kalinga Nagar and Panikoili in the district of Jajpur

Dear Sir,

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under separate envelopes.

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

If negotiations are held during the period of validity of the Bid, i.e., before the Bid Due Date mentioned in the Data Sheet of the RFP, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm: Address:

5 ANNEXURE - II

DECLARATION

(On Applicant's Letter Head)

To

< >,
Collector,
Jajpur, Odisha

Sub: RFP for Transformation Consultants for Industrial Area Development at Kalinga Nagar and Panikoili in the district of Jajpur

Sir,

- 1) With reference to the RFP for, dated, I/we, having examined the RFP and understood their contents, hereby submit my/our Bid for the captioned assignment. The Bid is unconditional and unqualified.
- 2) All information provided in the Bid and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
- 4) I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7) We certify that we have not been barred by Collector, Jajpur, Government of Odisha (GoO), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoO / SG / Gol from participating in their projects.
- 8) I / We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
- 9) I / We do not have any conflict of interest in accordance the RFP document;
- 10) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State
- 11) I / We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 12) I / We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the bidders to Bid for the captioned assignment, without incurring any liability to the bidders, in accordance with the RFP.

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

- 13) I / We declare that we are not a Member of any other firm submitting a Bid for the captioned assignment.
- 14) I / We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the captioned assignment.
- 15) I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 16) I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 17) I / We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.
- 18) In the event of my / our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/We have studied the RFP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the bidding process including the award of assignment.
- 20) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP.
- 21) I / We offer and attach as specified Non-refundable processing fee of Rs. 10,000 (Rupees Ten Thousand Only) in the form of demand draft / Transfer Receipt of payment through RTGS / NEFT.
- 22) I / We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 23) I / We agree and undertake to abide by all the terms and conditions of the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.
Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date: _____

Place: _____

Name and seal of Bidder: _____

6 ANNEXURE - III

CONSULTANTS ORGANIZATION

[Provide a brief description of the background and organization of your firm for this assignment]

1	Name of the Consultancy Firm	
2	Address	
3	Name of the Contact Person to whom all references shall be made regarding this Proposal	
4	Designation of the Contact Person to whom all references shall be made regarding this Proposal	
5	Address of the Contact Person to whom all references shall be made regarding this Proposal	
6	Telephone No. of the Consultancy Firm	
7	Mobile No. of the Contact Person	
8	E-mail ID of the Contact Person	
9	Fax No.	

7 ANNEXURE - IV

FORMAT OF APPLICANTS EXPERIENCE

Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm / Entity (profiles):
Name of Client:		No. of Person Months of professional staff by the firm:
Address:		Approx. Value of Services (in Current INR):
Start Date (Month / Year)	Completion Date (Month / Year)	No. of Months of Professional Staff, provided by Associated Consultants:
Name of Associated Consultants, if any:		Status of the firm in the association consortium:
Narrative Description of Project:		
Description of Actual Services provided by your staff:		

8 ANNEXURE - V

FORMAT FOR FINANCIAL CAPABILITY OF THE CONSULTANT

FY	2017-18	2018-19	2019-20	Average
Annual Turnover				

Note:

- 1) Authenticated copy of audited balance sheet and income statement for last three years in support of annual turnover (as on 31.03.2020) is to be furnished
- 2) The bidders may submit the certificate either from Statutory Auditor or from its Chartered Accountant.

9 ANNEXURE - VI

DESCRIPTION OF APPROACH & METHODOLOGY AND WORK PLAN FOR UNDERTAKING THE ASSIGNMENT

The bidders are advised to present its Technical Bid divided into the following chapters:

- a) Understanding of TOR, Technical Approach and Methodology
- b) Work Plan

Understanding of TOR, Technical Approach and Methodology: The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: In this chapter the firm should propose the main activities of the assignment, detailed action plan for the implementation of the project. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should be included here.

10 ANNEXURE - VII

POWER OF ATTORNEY

Know all men by these presents, we _____ do hereby irrevocably constitute, nominate, appoint and authorise, Mr. / Mrs. _____ son / daughter / wife of and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for prequalification and submission of our bid for the **"RFP for Transformation Consultants for Industrial Area Development through development of two townships measuring 100 Acres and 200 Acres in Kalinga Nagar & Panikoili respectively in the district of Jajpur, Odisha"** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ 20**

For _____ (Signature, Name, Title and Address)

Accepted _____ (Signature, Name, Title and Address)

Witnesses:

- 1.
- 2.

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

Format for Letter of Authority, which shall also be accepted in place of Power of Attorney due to pandemic situation.

Letter of Authority (LOA)

Dated: 2021

To

_____ (Designation)

_____ (Client Name),

Address: _____

Dear Sir,

Sub: _____ (Project)

RFP Ref No: _____ dated _____

Mr. / Ms. / Mrs. _____, _____, r/o _____, who is holding the position of _____, Authorized Signatory, in _____ <Bidder Name> _____ and having its registered office at _____, is hereby nominated, appointed and authorized by the to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “_____” (the “Project”) to be developed or being taken up by _____ (the “Client”), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof.

Further, this Letter of Authority shall be effective, binding, and operative till _____, (date-tenure of the project) if not revoked earlier or as long as the said Authorized Signatory is in the service, whichever is earlier.

11 ANNEXURE - VIII

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL

Proposed Position:

Name of Firm:.....

Name of Staff:.....

Profession:.....

Date of Birth:.....

Years with Firm/ Entity:.....

Nationality:

Education:

[Summaries college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

S No.	Name of the Employer	Post Held	Period	
			From	To

Detailed Task Assigned:

[List of all tasks to be performed under this Assignment/ Job]

Work undertaken that best Illustrates Capability to Handle the Tasks Assigned:

[Among the Assignment/jobs in which the Staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

Note: Personnel is to affix their recent photograph on first page of CV.

RFP: Transformation Consultants for Industrial Area Development at Kalinga Nagar & Panikoili

12 ANNEXURE - IX

FINANCIAL BID

(On the Letterhead of the Firm)

Sub: RFP for Transformation Consultants for Industrial Area Development through development of two townships measuring 100 Acres and 200 Acres in Kalinga Nagar & Panikoili in the district of Jajpur, Odisha.

Having gone through the RFP document and having fully understood the scope of work for the Project as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

Having gone through the RFP document and having fully understood the scope of work for the Project as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

In Figure (Monthly professional fees exclusive of GST)	
In Words (Monthly professional fees exclusive of GST)	

Any cutting / overwriting in the Bid documents must be authenticated by the authorized signatory of the applicant agency.

Yours faithfully

(Signature of bidder)

(Name)

Date:

Place:

BREAKDOWN OF MONTHLY PROFESSIONAL FEES

I. Remuneration for Professional Staff					
S. No	Position	Name	Person Month Rate (A1)	Person Months (B1)	Net Fee (A1 * B1)
Transformation Managers					
1.	Project Director			3.0	
Transformation Execution					
2.	Team Lead			12.0	
3.	Supply Chain Expert			12.0	
4.	Consultant -Urban Planning			12.0	
5.	Consultant – Process			12.0	
Total (A2)				51.0	
II. Out of Pocket Expenses (B2)					
Covers all costs pertaining to Overheads, Transportation and Logistics, Office operations, communication costs and allowances wherever applicable					
GRAND TOTAL (A2 + B2)					
(Exclusive of GST)					

13 ANNEXURE X

Format for Bank Guarantee for Bid Security

WHEREAS _____ (hereinafter called "the bidder ") has submitted his bid dated _____ for "Transformation Consultants for Industrial Area Development at Kalinga Nagar" KNOW ALL MEN by these presents that

We _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto.

The Collector, Jaipur, Collectorate Building, Collector Office, Jaipur, Odisha – 755 001 (Client) in the sum of Rs. 5,00,000/- (Rupees Five Lakhs only) for which payment well and truly to be made to the Client and the Bank binds himself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the Bid Document.

or

2. If the Bidder having been notified of the acceptance of his Bid by the Client during the period of bid validity:

a) fails or refuses to execute the Form of Agreement in accordance with the provisions of Bid Document, and/or

b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Bid Document

We undertake to pay to the Client up to the above amount upon receipt of his first written demand, without the Collector, Jaipur (the Client) having to substantiate his demand, provided that in his demand Collector, Jaipur (the Client) will note that the amount claimed by him is due to him owing to the occurrence of one of the two conditions above, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids (i.e. 15 July 2021) as such deadline is stated in the Bid Document or as it may be extended by Collector, Jaipur (the Client) notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME & ADDRESS OF WITNESS

14 ANNEXURE XI: Standard Conditions of Contract (SC)

These conditions shall be part of the contract agreement

1. GENERAL PROVISIONS

1.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the laws of India and any dispute arising out of this project or these terms shall be subject to the exclusive jurisdiction of the courts of district courts of Odisha, India.

1.2. Notices

1.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions 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 to such party at the mentioned address.

1.2.2. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Company or the Successful Bidder may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

1.4. Taxes and Duties

The Consultant and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.

1.5. Fraud and Corruption

1.5.1. "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;

1.5.2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

1.5.3. "collusive practices" means a scheme or arrangement between the consultant, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

1.5.4. "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;

1.6. Measures to be taken

The Client will cancel the Consultant's engagement, if it is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract

2. COMMENCEMENT, COMPLETION, MODIFICATION ARBITRATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the award of work and such other later date as discussed and agreed with the Client. The date the Contract comes into effect is defined as the Effective Date.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services from the Effective Date or any such date as specified by the Company.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5. Force Majeure

- 2.5.1. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2. No Breach of Contract: The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract.
- 2.5.5. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
- 2.5.6. Where Consultant Personnel are required to be present at Client's premises, Consultant will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) a Consultant resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.

2.6. Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause 2.6.1. In such an occurrence the Client shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (v).

- i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- ii. If the Consultant becomes insolvent or bankrupt.
- iii. If the Consultant, in the judgment of the Client has engaged in any of practices as defined in clause 2.5 competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

2.6.2. By the Consultant

The Consultant may terminate the Contract immediately upon written notice to the Client, if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

- i. If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- ii. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8.2 hereof.
- iii. However, Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if Consultant reasonably determine that Consultant can no longer provide the Services in accordance with applicable law or professional obligations.

2.7. Payment and Penalties upon Termination

Upon termination of the Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant: (a) payment pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

If the Contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 2.6.1, then Client may encash the performance security

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

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

3.2. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

3.3. Conflict of Interests

The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.4. Prohibition of Conflicting Activities

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

3.5. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

3.6. Consultant's Actions

The Consultant shall inform the Client in writing before taking any of the following actions:

- i. Entering into a subcontract for the performance of any part of the Services,
- ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant

3.7. Documents Prepared by the Consultant to be the Property of the Client

- i. Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compiles and retains in connection with the Services (but not Client information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

4. CONSULTANT'S PERSONNEL

4.1. Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2. Removal and/or Replacement of Personnel

- i. The Removal and/ or Replacement of Personnel can be made basis discussion between the parties. In such a case, the Consultant shall provide a replacement a person of equivalent or better qualifications with the consent of the client.
- ii. If the Client finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- iii. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that it shall provide the Consultant such assistance as reasonably required for the execution of the project.

The Client shall provide the Consultant with copies of all the available data and reports, considered relevant to the execution of the Consultant's work.

5.2. Cost of procuring any software/ hardware/ vendors outside the Scope of this Contract will be borne by the Client

5.3. If required, the Client shall provide dedicated seating space in Client office to the Consultant's team, including internet connection, electricity and other support infrastructure.

6. PAYMENTS TO THE CONSULTANT

6.1. Contract Price

The contract price will be payable in Indian Rupee.

6.2. Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the RFP Document.

6.3. Client shall, within 30 days from the date of receipt of the invoice make payment to the consultant as per terms of the RFP document.

7. 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.

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2. Arbitration

Any dispute arising out of or in connection with this Agreement shall be referred by written notice:

- first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and
- failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of consultant (together the "Senior Service Managers") who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the "Senior Service Managers' Meeting"). The joint written decision of those Senior Service Managers shall be binding on the Parties.
- If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall, refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the Parties, and the arbitration proceedings shall be held in Odisha. The language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties.

9. DETERMINATION OR RECESSION OF AGREEMENT

The Client without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- 9.1. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 9.2. If the Consultant is in breach of any of terms of agreement
- 9.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Client shall have powers: To determine or rescind the agreement; To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

10. GENERAL

- 10.1. It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Consultant.

11. LIMITATION OF LIABILITY

- 11.1. The Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

- 11.2. The Client (and any others for whom Services are provided) may not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
- 11.3. To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Consultant against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Consultant have specifically authorized, in writing, the third party's reliance on the Report.

(END OF DOCUMENT)