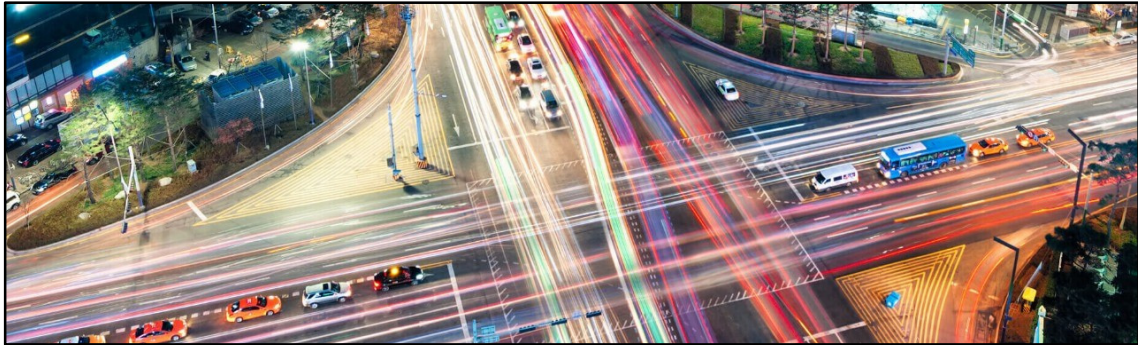


# REQUEST FOR PROPOSAL

Selection of Consultancy firm for preparation of  
**City Decongestion Plan, Cuttack, Odisha**



**Cuttack Development Authority**

Arunodaya Bhawan, Link Road, Cuttack - 12, Odisha

Phone: 0671-2312299

Website- [www.cdacuttack.nic.in](http://www.cdacuttack.nic.in)

**BIDDING SCHEDULE**

Date of Publication of RFP	25/08/2021
Last date for submission of written/online queries for clarification	Queries will be received through <a href="mailto:cda.cuttack@nic.in">cda.cuttack@nic.in</a> , <a href="mailto:tinkuiqbalali@gmail.com">tinkuiqbalali@gmail.com</a> <a href="mailto:swasti.das@ap.jll.com">swasti.das@ap.jll.com</a> till 15:00 PM on 01/09/2021
Date, Time and venue for Pre-Bid Meeting	Date: 03/09/2021 at 11:30 A.M. at; <b>Conference Room,</b> <b>Cuttack Development Authority,</b> <b>Arunodaya Market, Link Road, Cuttack - 12</b> Virtual Meeting: Link shall be shared/ uploaded in the CDA website.
Last date of uploading of response to Pre-bid Query/Issue of Addendum and Corrigendum (if any)	09/09/2021
Last date for Submission of bids (through speed / Registered post or Courier)	30/09/2021 till 3:00 PM To, The Secretary, Cuttack Development Authority, Arunodaya Market, Link Road, Cuttack-753012
Details of contact for any Clarification	Mr. M.Q.I. Ali, Planning Member, CDA Mobile: 9437107255 Or PMU Cell, CDA: 9937022079, 8050398938
Date and Time for opening of Technical proposals	30/09/2021 at 4:00 P.M.
Date and Time for Technical presentation	To be intimated later
Date and Time of opening of Financial proposals	To be intimated later

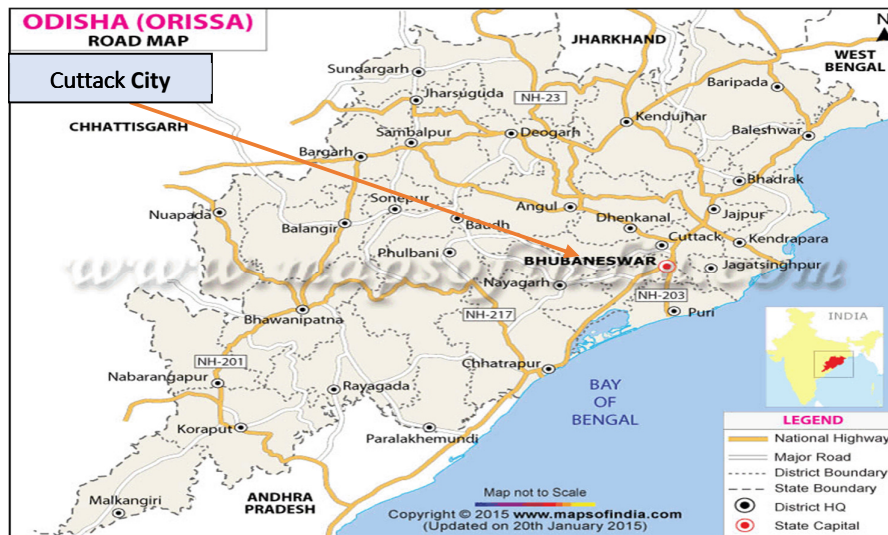
Table of Contents		
Sl. No.	Description	Page Number
1	Project Background	4
2	Objective	6
3	Scope of Work	6
4	Special Conditions	13
5	Project Milestone and Payment Schedule	13
6	Evaluation Criteria	14
7	Format and Signing of Proposal	17
8	Submission of Proposals	17
9	Application Fee	18
10	Bid Security	18
11	Financial Proposal	18
12	Validity of Proposal	19
13	Documents accompanying the proposal	19
14	Deadline and mode of submission of Proposals	19
15	Late Proposals	20
16	Modifications and Withdrawal of Proposals	20
17	Pre-bid Meeting	20
18	Site Visit	20
19	Proposal Opening	20
20	Bid Evaluation Methodology	21
21	Performance Security and Agreement	22
22	Payment Schedule	22
23	Termination of contract & Compensation thereof	22
24	Liquidated Damages	22
25	Right to Accept or Reject	23
26	Corrupt or Fraudulent Practices	23
27	Force Majeure	23
28	Arbitration	24
29	Disputes	24
30	Liability	24
31	Indemnity	24
32	Confidentiality	25
	FORM A – COVER LETTER	26
	FORM B – BIDDER’S PROFILE	27
	FORM C – PROJECT EXPERIENCE	28
	FORM D – PROJECT EXPERIENCE DETAILS	29
	FORM E – TEAM COMPOSITION	30
	FORM F – FORMAT FOR CV	31
	FORM G – FINANCIAL PROPOSAL	32
	FORM H – EARNEST MONEY DEPOSIT	33
	FORM I – DRAFT CONSULTANCY AGREEMENT	34
	FORM J – PERFORMANCE GUARANTEE FORMAT	47

## 1. Project Background

Cuttack is one of the oldest Cities of Odisha. The city is also the headquarters of Cuttack District having a development history of more than 1000 years also commonly known as millennium city and is also popular as silver city due to filigree works. The ward 'KATAK' etymologically means 'army cantonment and the capital city'. The history of Cuttack justifies its name. The city of Cuttack was started as a military cantonment because of its impregnable situation that further developed into the capital of the State of Odisha.

The Cuttack Development Area (CDA) area spread over 266.37 square km comprises of 142 Revenue Villages. As per the 2011 census, the population of Cuttack Municipal Corporation was 6.10 Lakh. Both horizontal and vertical growth of the city is observed during the recent years, however, the horizontal growth is restricted by the river Mahanadi and Kathajodi.

Holding the position of capital city of Odisha till the year 1956, Cuttack emerged as the trading hub of the state for which it is also known as the commercial capital of the state. With presence of the old CBD 'Malgodown', the economy of the city revolves around whole sale trading. Nearby industrial towns like Choudwar and Jagatpur are likely to merge in the future to provide a regional commercial and industrial hub. The City is well connected by rail (East Coast Railway) and road (NH-16) & Airport at Bhubaneswar which is around 35 Kms from Cuttack. Cuttack is a city of heritage importance with multiple tangible and intangible heritage assets.



## 2. Description of the Assignment

Majority of arterial roads in Cuttack City are facing acute traffic congestion and consequent very low vehicular speed due to organic pattern of road network which acts as a bottleneck. The speed of a vehicle running along the major roads of Cuttack and in stretches is very slow. This leads to increased fuel consumption, pollution and GHG emissions.

The pollution levels are considerably high in the CMC core area, especially along the major road stretches. One of the major reasons for such severe congestion is friction between various road users and vehicles on narrow roads and ongoing JICA work within the city. In addition, mix of local and long-distance traffic, narrow roads due to old habitation, friction between different road users and poor geometrics of road network increases the magnitude of traffic congestion. The city is dominated by on street parking and hawkers along the entire network, where local/collector streets merge into the major arterial roads creating huge bottlenecks for traffic movements. The geometrics of the junctions are poorly planned, which increases the conflict and is not conducive for smooth traffic movement.

### 3. Traffic in Cuttack City

Congestion on urban roads is caused due to multiple factors that include but are not limited to:

- Mixed Land use and Linear Development along major arterials/sub-arterials
- Higher volume to capacity ratio (V/C) leading to congestion during peak hours
- Urban sprawl leading to higher share of external traffic
- Mixed traffic condition like slow and fast modes using the same carriageway
- Bottlenecks on arterial/sub-arterials having varying carriageway and encroachment by street vendors/hawkers.
- Design of intersection geometry leading to conflicts at major junctions
- Driving behavior & no inclination towards obeying traffic rules etc.
- Lack of organized parking areas and no space within existing RoW to accommodate parking
- Missing last mile connectivity options like public transport/ IPT modes

Magnitude of effect due to each of these factors varies to a great extent based on context. In a city like Cuttack, which on one hand enjoys privileges and facilities of being commercial capital and on the other faces numerous third world issues like rampant encroachment, poor policing, increase of private transport, inefficient and insufficient public transport, lack of parking space leads to congestion which automatically amounts to traffic issues.

- The circulation plan needs to be developed for arterial roads within the city which will cater to the traffic from surrounding urban areas.
- Decongestion strategy will be focused on major arterial roads along the core market area CBD as well as in the city periphery which includes the roads as shown below.
  - High court area including Balu Bazar & Nimchauri
  - CMC & Biju Bhavan Area
  - Mangalabag area (Howrah motors to Buxi bazar)
  - SCB medical college area
  - Badambadi junction & adjoining area
  - Jobra to Nuabazar

- Bajrakbati road
- College chhak to Ranihat
- Biju Patnaik chhak to Satichaura
- Chandi Chowk to Chandi Mandir

*Note: Any addition/ alteration of stretches shall as part of the ongoing assignment as required by the Authority*

#### 4. Objective

The main objectives of the study include:

- Study of City profile and growth pattern, demographic and socio economic profile
- Comprehensive study of in and out traffic (all modes including Pedestrian/NMT) movement along the core market area and major peripheral roads.
- Understand present circulation along and around the core market area.
- Land use study along the road with demarcation of encroachments.
- Propose a comprehensive solution to decongest major arterial roads with focus on improvement of circulation.
- Propose a detailed design of all intersections along core market area on arterial & major traffic movement corridors.
- Based on approval from city officials, demonstrate the effectiveness of passive design solutions to ease the congestion through junction design improvements.

#### 5. Scope of Work

The Scope of Work and Deliverables are as listed below:

##### A. Task I: Preparation of Inception Report

The consultant shall conduct a reconnaissance survey of the study area and compile the Inception report with observations, issues (identification of Congestion Areas) and challenges (if any). The consultant shall also review and understand all reports and data provided by the Agency that relate to the project such as CDP- 2030 and shall be used to verify information regarding the core city. The inception report shall include the following (but not limited to):

- a. **Site Appreciation:** Existing Situation of the study area based on the reconnaissance survey which will include but not limited to:
  - City profile and assessment of existing reports and plans
  - Hierarchy of roads
  - Type of roads/streets based on the RoW and correlate them with the Master Plan
  - Street Configuration– Footpath, Cycle tracks and complete streets
  - Elements for respective land uses in different zones.
  - Identification of On-street, off-street parking areas and other parking issues
  - Major nodes with respect to functional utility
  - Visible identification of encroachments

- b. **Stakeholder identification** including key relevant projects and dependencies with respect to project and study area.
- c. Secondary data analysis and review. Review of all available reports and published information about the project
- d. Overarching detailed project approach and methodology to be followed by the consultant.
- e. Overall project scheduling and roadmap preparation.
- f. Benchmark Best Practices: Review and understand the national and best practices from different similar size cities to understand the shifts towards decongestion and redevelopment of the city.
- g. List of primary surveys including the survey formats required for the decongestion plan.
- h. Delineation of Zones for the city based on the administrative boundaries notified by Government statutory body, CDP Zone boundaries, other statutory boundaries relevant for ease of implementation of final regulations.

**Deliverable:** Submission of Inception Report (Hardcopy and soft copy)

Report shall include the following, but not limited to:

- Site understanding
- Approach and Methodology
- Project understanding
- Identification of Stakeholders
- work schedule
- Identification of the data sources

## **B. Task II: Circulation Plan & mitigation strategies**

The consultant shall be responsible for curation of the primary survey as per the approved inception report in Task I. A survey team will be involved for the purpose. The consultant shall assist the city to monitor the progress made by survey team and review and analysed the data being generated. Consultant shall carry out a detailed study of existing conditions with respect to the following but not limited to:

**a. Land use survey:** A land use survey shall be carried out in the identified 10 zones to understand the existing pattern of use, functions i.e. residential, commercial, institutional etc. Further based on the same shall be correlated with the traffic movement and other city functions. Specific mitigation measures shall be suggested towards any change in the land use/ functions to achieve decongestion in those zones.

**b. Classified Traffic Volume Counts (CTVC):** The classified traffic volume count surveys shall be carried out for 16 - 24 hours on any two mid-week working days (continuous, direction-wise) at the selected survey stations as appropriate and adequate, subject to approval of the competent authority. These surveys shall be done by video graphic method. The vehicle classification system as given in relevant IRC code may be followed. All results shall be

presented in tabular and graphical form and recorded in 15m interval. The survey data shall be analyzed to bring out the hourly and daily variations. The traffic volume count per day shall be averaged to show a weekly Average Daily Traffic (ADT) by vehicle type, morning, and evening peak hours.

**c. Classified Turning Movement Counts (CTMC):** The classified turning movement counts shall be conducted out for 16-24 hours on any two mid-week working days (continuous, direction-wise) at the selected survey stations as appropriate and adequate. It shall be done using video graphic method. This will help in understanding the turning volumes of major and minor intersections and understanding the level of services of the intersections as well. All results shall be presented in tabular and graphical form and recorded in 15m interval. The survey data shall be analyzed to bring out the hourly and daily variations. The traffic volume count per day shall be averaged to show a weekly average daily traffic (ADT) by vehicle type, morning, and evening peak hours.

**d. Origin Destination Surveys (OD Surveys):** Origin Destination surveys shall be conducted at the selected survey stations that are the external and internal cordon points. The OD survey shall be conducted for passengers and freight. These will be recorded in the approved formats and will include origin, destination, trip purpose, trip length etc. This survey will help in understanding the travel pattern of the people in the city and the interaction with the external zones.

**e. Speed Delay Surveys:** The Consultants shall carry out appropriate field studies on all the stretches such as moving car survey to determine running speed and journey speed. The data should be analyzed to identify sections with typical traffic flow problems and congestion. The objective of the survey would be to recommend suitable measures for segregation of slow-moving traffic, local traffic, enabling smooth flow of through traffic and traffic safety. These measures would include the provision of bypasses, under-passes, flyovers, interchanges, grade-separated intersections and service roads.

**f. Topographic Surveys:** Carrying out Total Station Survey of the total length of road with foot print of buildings on both sides to examine the encroachments and propose for widening to the extent possible as well as to work out the feasibility of geometric improvement plan for the all intersections. A survey shall be taken up to 100 m depth horizontally beyond the ROW for the connecting streets all along the proposed corridor with foot prints of buildings or 50 mt (whichever is less) on both sides of the corridor and connecting streets showing entry/exit points/gates etc. in detail.

**g. Parking Surveys:** Carrying out parking surveys in off street and on street parking surveys like registration plate, in and out survey etc. to understand the parking characteristics like parking accumulation, turnover, duration etc. of selected sites as fixed in the stage 01. The data shall be recorded in the finalised survey format as per the IRC Codes.



The above data shall be analysed, and consultant shall provide the following analysis and further studies (but not limited to):

- Assess road capacity analysis for the stretch under study the objective of the survey would be to suggest for the future, suitable measures for segregation of local traffic, smooth flow of traffic -and traffic safety.
- Analyze the congestion points, bottlenecks, journey speed and various types of delays on the various road links and provide different strategies to alleviate the issues
- To understand parking characteristics of various locations. (On and off street)
- To understand travel characteristics of the city.
- To study the present signal system/cycle time at junctions, provision of markings/ signages all along the corridors and at all mid-block pedestrian crossings to improve road safety.
- Detailed road inventory study of the selected road network
- Detailed pedestrian movement study (along and across the road network) so as to understand the travel pattern and quantum of the pedestrians moving along and across the road network which will then use to provide proposals a safe and seamless pedestrian walkways and crossings on the selected road network and provide a blueprint for its implementation on the city wide road network.
- Traffic assessment and its management all along the corridor & 100 meters across the alignment on roads meeting the alignment.
- Based on the capacity analysis and turning movement counts on the selected road network and intersections, preparation of circulation plan with proposed mitigation measure for road network and junctions needs to be prepared as part of decongestion plan.
- Detailed vehicle circulation plan for the identified stretches as well as for the connecting roads and the neighborhoods.
- Preparation of decongestion strategy for the stretches & junctions.
- Suggestion regarding changes in the land use/ city functions if required to alleviate congestion at those locations where the proposals seem to be unsustainable for a long period of time.

**Deliverable:** Submission of Site Analysis, Circulation Plan & mitigation strategies Report  
(Hardcopy and soft copy)

Report shall include the following, but not limited to:

- Review of all existing planning norms, sectorial policies, strategies available
- City assessment- demographic, economic, travel pattern and transportation modes
- Land use assessment and mitigation strategies
- Transport sector assessment
- Existing Streetscape and landscape
- Existing Street furniture and street light etc assessment

- Existing facilities and junction assessment
- Existing circulation assessment
- Issues and Challenges
- Mitigation measures

### **C. Task III: Preparation of Concept Designs**

After the completion of the Task II, based on the analysis of both primary and secondary data the consultant shall prepare conceptual designs of the road networks under this study. The aim of the conceptual design shall aim at:

- a. Decongestion of the road networks in the study zones mapping.
- b. The road network shall be designed as climate resilient streets/roads that will cater to the mobility of the people of the city.
- c. The road network/intersections should provide safe and seamless movement to all modes of transport like motorized, non-motorized and Pedestrians.

The concept plan shall include (but not limited to):

- a. The conceptual designs of the complete streets/roads including typical cross sections, plans etc. based on the mitigation strategies and warrants derived from the data analysis.
- b. The conceptual designs of the at-grade pedestrian crossings
- c. The conceptual designs of the road intersections based on the capacity analysis from task II.
- d. The signage plan, landscape, street furniture and lighting plan for the conceptual designs.

The consultant can also provide advisory on the change in land use or shifting of institutions to alleviate congestion from the study area and provide a blueprint for sustainable development and mobility. For those respective zones, concept plan shall also include the conceptual streetscape design of the identified zones in three stages:

- a. Conceptual Streetscape for current available area can be implemented quickly on site with minimal interventions in consonance with overall vision of the project.
- b. Final streetscape design to be implemented on ground.

**Deliverable:** Submission of Concept Report (Hardcopy and soft copy)

Report shall include the following, but not limited to:

- Preliminary Design and concept plan
- Conceptual Landscape and streetscape Plan
- Traffic Demand Assessments
- Cross-sections, junction design

- Streetlight, signage Plan

**D. Task IV: Preparation of Final Designs**

After the completion of Concept design stage, the competent authority shall provide necessary approvals, design changes and suggestions on the concept design within two weeks from the date of submission of the concept designs.

After the concept designs are finalized, consultant shall work on final detailed design of the road network which will include (but not limited to):

- a. Detailed design drawings of the road network and the respective intersections.
- b. Broad cost estimates and tentative list of materials.
- c. Planting palette and urban furniture
- d. Final recommendations for the relocation of establishments to decongest the study area.

**Deliverable:** Submission of Design Report (Hardcopy and soft copy)

Report shall include the following, but not limited to:

- Detailed Design and plan
- Road design and Layout Plan
- Junction design Plan
- Landscape Design, Plans and Planting palette and urban furniture
- Broad Cost Estimates

**E. Task V: Bid Process Management**

The competent authority shall provide its inputs in the form of changes, modifications, and suggestions on the submitted final designs. The competent authority shall provide the necessary approvals and permissions to the consultant for a go-ahead on drafting the terms of reference, scope of services for the selection of the contractor for an Engineering Procurement and construction contract and provide technical assistance in bid evaluation.

This bid documents shall include (but not limited to):

- a. Preparation of terms of reference and scope of service for the selection of the contractor.
- b. Final cost estimates.
- c. Tender Drawings
- d. Tentative list of materials.
- e. Planting Palette
- f. Urban Furniture

**Deliverable:** Submission of Tender Document (Hardcopy and soft copy)

Report shall include the following, but not limited to:

- Tender Document
- Tender drawings
- Final cost estimates
- Landscape Plan & schedule

**F. Task VI: Legal Due diligence**

Consultant shall be responsible for conducting all the legal due diligence arising out of any land related subject matters i.e. verification of the ownership of title over the property and any encumbrances over the property etc. on the identified stretches.

**Deliverable:** Submission of vetted report (Hardcopy and soft copy)

Report shall include the following, but not limited to:

- Land ownership document verification
- Title over the property
- Legal cases if any along with status
- Mitigation measures

**G. Task VII: Implementation Assistance**

Consultant shall assist the competent authority during the implementation stage of the streetscape designs by reviewing the good for construction drawings prepared by the selected contractor. The consultant shall act in a monitoring role and assist the competent authority in overseeing that the detailed designs included in the tender are not severely modified during the implementation of the project. The consultant may be requested by the competent authority to revise the detailed designs to cater to the site constraints that may rise during the implementation of the project by the selected contractor.

## 6. Special Conditions

- The agency shall engage Experts of repute to deliver the assignment.
- The **City Decongestion Plan** must be prepared within the framework of the statutory clearances.

## 7. Project Milestone & Payment Schedule:

Task.no	Deliverable	Time (in weeks)	Cumulative Time (in weeks) (T is the start of engagement)	Payment (in %)
<b>A- Design Stage</b>				
I	Submission and approval of Inception Report	4	T+4	10%
II	Submission and approval of Report on situation analysis, circulation plan and mitigation strategies	8	T+12	15%
III	Submission and approval of Concept Report	8	T+20	25%
IV	Submission and approval of Detailed design Reports and Draft broad cost estimates	4	T+24 weeks	30%
V	Submission and approval of Tender Document for Bid	4	T+28 Weeks	10%
VI	Award of Contract			10%
<b>B- Implementation Stage</b>				
i	Technical assistant and handholding support	Minimum 10 months	-	Man-month Basis
<b>Note:</b>				
<ul style="list-style-type: none"> <li>• The Core team members should be deployed at Cuttack during the project duration.</li> <li>• Consultant to provide man month rates as per the schedule provided below for each staff required as part of this RFP during the Implementation stage.</li> </ul>				

**Note:** The Consultancy firm shall adhere to the upper limit timelines mentioned above against each milestone

## 8. Eligibility Criteria

### 8.1 Technical Eligibility

8.1.1 Interested firm should have valid registration under Companies Act/ Registered Firm in India. (please provide a copy of the registration certificate).

8.1.2 The agency should be an Architectural/ Urban Planning/ Urban Design/Master Planning firm which has an operational experience of minimum 10 Years'. Certificate of incorporation/registration to be furnished.

8.1.3 The consulting firm must have successfully completed at least 2 projects of Decongestion Plan/ Comprehensive Mobility Plan/ Master Plan with large scale public reclaim project with a population of minimum 5 Lakhs in the last 5 years.

8.1.4 The projects shall include at least 5 of the following components in each project: traffic forecast, intersection design, public realm improvement/streetscape design, Concept & detailed landscape designs, smart streets design, Traffic Management plan, designs for road network improvement, integration with surrounding developments, road capacity augmentation studies, Project Management Consultancy (PMC)

**Note: The Work orders, Agreements and Completion certificates shall be furnished as part of the evaluation.**

## 8.2 Financial Eligibility

8.2.1 Minimum Average Annual Turnover of INR 35 Cr. (**Indian Rupees Thirty Five Crores Only**) in last 3 financial years (2018-19, 2019-20 and 2020-21) duly certified by CA along with audited annual financial statements to be furnished.

8.2.2 Indian bidders must be registered with GSTIN. GST registration certificate to be furnished. Valid PAN/TAN to be furnished

## 9. Evaluation Criteria

### 9.1 Team Composition

Sl. No	POSITION	QUALIFICATIONS	EXPERIENCE	Marks-30
<b>Core Team</b>				
1	Project Coordinator	Master's degree in Transportation planning / Transportation engineering / Urban Planning / Urban Design	Min. 10 years of experience. Should have experience in leading design of roads/ junctions/ complete streets/ smart streets/ NMT with similar capacity	8
2	Urban Designer/ Urban Planner/ Landscape Designer	Master's degree in urban planning / Urban Design / Landscape architecture	Min. 7 years of experience. Should have experience in design & planning of complete streets / smart streets / NMT / streetscapes / street amenities with similar capacity	4
3	Transport Engineer	Master's Degree in Transportation planning / Engineering	Min. 5 years of experience. Should have experience in design of roads/ junctions/ complete streets/ smart streets/ NMT and relevance project with similar capacity	4
4	Road & Traffic engineer	Master's Degree in Transportation planning / Engineering	Min. 5 years of experience. Should have experience in design of roads/ junctions and relevance project with similar capacity	4
5	Land/ Revenue Expert	Minimum matriculation	Retired Govt. employee with Min. experience of 5 years as Amin & 10 years as Revenue Inspector & 5 years as Revenue Supervisor in Cuttack Dist.	5

6	Legal Expert	B.A. with L.L.B	Min. 25 years of experience in dealing with Civil Cases. Experience of being Govt./ Authority Advocate.	5
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**Support Team**

1	Transport Planning Expert	Bachelor's Degree in planning/ Transportation Planning	Min. 3 years of experience. Should have experience in design of roads/ junctions and similar kind of projects	-
2	Landscape Architect	Bachelor's degree in architecture in Landscape	Min. 3 years of experience. Should have experience in similar kind of project	-
3	Urban Design	Bachelor's Degree in Architecture/ Urban Design	Min. 3 years of experience. Should have experience in similar kind of project	-
4	AutoCAD Expert	Degree in Transportation planning	Min. 3 years of experience. Should have experience in similar kind of project	-
5	Finance Expert	MBA/ CA	Min. 10 years of experience of dealing with Infra Projects	-

**Note:**

- Core team members should be deployed at site during the project duration.
- Consultant to provide man month rates as per the schedule provided below for each staff required as part of this RFP during the Implementation stage.

**Implementation Stage- Resources for implementation**

Sl. No.	Item Description	Educational Qualification & Experiences	
<b>1</b>	<b>Implementation Stage- Resource Schedule</b>		<b>Marks 10</b>
1.1	Project Manager/ Engineer	Bachelor's Degree in engineering with minimum 8 years of Experiences. He should have worked in a similar capacity and relevant projects	5
1.2	Site Supervisor/ Coordinator	Bachelor's degree/ Diploma in Engineering with minimum 5 years of Experiences. He should have worked in a similar capacity and relevant projects	2.5
1.3	Urban Designer	Bachelor's Degree in Architecture/ Urban Design Min. 5 years of experience. Should have experience in similar kind of project	2.5

**Note:** Details regarding the team resources need to be populated in the enclosed excel template reflecting proposed name of the team member, overall experience of the resource post minimum qualification, years of experience with current firm, list of all the projects worked and list of similar projects worked. Filled in excel template shall be saved as "Bidder Name\_Team Composition" and emailed to the addressee as mentioned in bidding schedule.

9.2 Technical Scoring

Sl. No.	Description	Minimum Experience	No of Persons	Marks	Maximum Marks	
1	Design Team*	Project Coordinator	Atleast 10 yrs of exp	1	10	30
		Urban Designer	Atleast 7 yrs of exp	1	8	
		Transport Engineer	Atleast 5 yrs of exp	1	4	
		Road & Traffic Engineer	Atleast 5 yrs of exp	1	4	
		Land/ Revenue Expert	Atleast 10 yrs of exp each	1	4	
		<b>Total No. of Persons</b>			<b>5</b>	
2	Implementation Team*	Project Engineer/ Manager with at least 8 yrs of exp.		<b>5</b>		10
		Site Supervisor/ Coordinator with at least 5 yrs of exp.		<b>2.5</b>		
		Urban Designer with at least 5 yrs of exp.		<b>2.5</b>		
3	Experience of Similar projects	2 projects of Decongestion Plan/ Comprehensive Mobility Plan/ Master Plan with public reclaim project experience with a population of minimum 5 Lakhs in the last 5 years. First 2 projects - 5 mark each and for each additional project - 2.5				15
4	Experience on Preparation of DPR	2 Projects with Preparation of DPR First 2 projects - 5 marks and for each additional project - 2.5				7.5
5	Experience on Project Implementation	2 Projects with Implementation First 2 projects - 5 marks and for each additional project - 2.5				7.5
6	Technical Presentation					30
					<b>Total</b>	<b>100</b>

**Note:** The evaluation shall be made on the marking system mention above for the project experience.

\*For all positions weightage of 60% mark to be given for total experience and 40% for similar project experience



\*CV not meeting specified qualification and minimum years of total experience will not be evaluated and will be given ZERO

## 10. Format and Signing of Proposal

The proposal shall be submitted in two parts:

**Part A: Technical Proposal** - While preparing the Technical Proposal, the bidders are expected to examine the documents comprising this tender in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The Technical Proposal shall provide the following information using the attached Standard Forms;

- i. Cover Letter for Technical Proposal (Form A)
- ii. Bidders Profile (Form B)
- iii. Project Experience (Form C)
- iv. Project Experience (Form D)
- v. Team Composition (Form E)
- vi. Format for CV (Form F)

Note: The Technical Proposal shall not include any Financial Information. The technical proposals shall be spiral/ hard bound.

**Part B: Financial Proposal:** In preparing the Financial Proposal, the bidders are expected to consider the Requirements and Conditions of the tender document.

The Financial Proposal shall follow Standard Form (Form G)

**Note:**

- i The proposals shall be typed or written in indelible ink and shall be signed by the authorized signatory of the bidder.
- ii Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person signing the Proposal prior to submission of the Proposal.

## 11. Submission of Proposals: Packing, Sealing and Marking of Proposals:

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner;

**PART A**

**TECHNICAL PROPOSAL** for Selection of Consultancy firm for preparation of City Decongestion Plan, Cuttack, Odisha.

**PART B**

**FINANCIAL PROPOSAL** for Selection of Consultancy firm for preparation of City Decongestion Plan, Cuttack, Odisha.

Both the Envelopes i.e., Envelope for Part A and Envelope for Part B must be packed in a bigger sealed outer cover and clearly super scribed with the following:

**PROPOSAL**  
For

## Selection of Consultancy firm for preparation of City Decongestion Plan, Cuttack, Odisha.

The Bidder's Name & Address shall be mentioned in the left-hand bottom corner of the outer envelope.

- i. The envelopes shall be addressed to Secretary, CDA at the following Address:  
**To,  
The Secretary,  
Cuttack Development Authority,  
Arunodaya Market, Link Road,  
Cuttack-753012**
- ii. If the outer envelope is not sealed and marked as mentioned above, then CDA will assume no responsibility for the Proposals being misplaced or opened pre-maturely.

### 12. Application Fee:

The technical proposal must be accompanied with a non-refundable Application Fee of INR. 11,800/- (Rupees Eleven Thousand Eight Hundred only) (inclusive of applicable GST) in the form of Demand Draft payable in favour of **"Cuttack Development Authority"** payable/ encashable at **Cuttack** drawn from any Nationalised or scheduled commercial bank.

### 13. Bid Security:

Bid Security in the form of Demand Draft/Bank Guarantee from any scheduled Commercial Bank in favour of **"Cuttack Development Authority"** payable/ encashable at **Cuttack** for **INR 1,00,000/- (Rupees One lakh only)** only, is to be furnished by the bidder along with the Technical Proposal and shall remain valid till the validity of the Proposal. Proposals without the requisite Bid security shall be treated as non-responsive and rejected.

*The Bid Security submitted by unsuccessful bidders shall be returned after signing of agreement with successful bidder.*

#### **Note:**

The Bid Security shall be forfeited:

- i. If a Bidder withdraws or modify its Proposal during the period of validity of the proposal,  
Or,
- ii. If the successful Bidder fails submit the Performance Security and execute the agreement or the work assigned.

### 14. Financial Proposal:

- i. The financial proposal shall be the Quoted Lump sum fee and shall be submitted in the given format i.e., **Form-G**. All Taxes and surcharges as applicable shall be paid by the selected Consultants/ Firms. GST to be paid extra as per GST invoice.
- ii. Final quote should be inclusive of out of pocket/reimbursable expenses.
- iii. The Financial proposal shall separately mention the GST amount.

## 15. Validity of Proposal

- 15.1 Technical and Financial Proposals shall remain valid for a period of six months (180 days) from the date of submission. CDA shall reject the Proposal as being non-responsive if it is valid for a shorter period.
- 15.2 In exceptional circumstances, prior to expiry of the original Proposal validity period, CDA may request that the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing to or by facsimile to the listed contact information of the Bidders. In such cases, the Bidders shall not be required or permitted to modify the Proposal, but shall be required to extend the validity of the Proposal for the extension period.

## 16. Documents accompanying the Proposal:

### PART A (Technical Proposal)

The bidder must submit the following particulars / documents along with the Technical Proposal failing which the Proposal may be treated as non-responsive.

- i. Bid Security amount of INR 1,00,000/- (India One lakh only) in shape of DD/ bank guarantee from any scheduled bank drawn in favour of “**Cuttack Development Authority**”, payable/ encashable at Cuttack.
- ii. Copy of the PAN card & GST registration certificate.
- iii. Cover Letter as per the format in **Form-A**.
- iv. Bidder’s profile as per the format in **Form-B**.
- v. Experience of the Applicant in **Form-C** and **Form-D** (Attach photo copies of work orders along with work completion certificate).
- vi. Team composition and task assigned along with Curriculum Vitae for all the proposed positions as per the format in **Form-E** and **Form-F**.
- vii. Annual Financial Statements of previous three financial years (**2018-19, 2019-20** and **2020-21**) duly certified by CA.

### PART B (Financial Proposal)

The Bidder must submit the Financial Proposal as per the format in **Form-G** with proper signature and seal of the Bidder.

## 17. Deadline and mode of submission of Proposals

Proposals filled in all respect must reach CDA at the address, time and date specified in **Bidding Schedule of the RFP document** through Speed Post, Registered Post or Courier or. If the specified date for the submission of Proposals is declared as a holiday for CDA, the Proposals will be received up to the appointed time on the next working day.

## **18. Late Proposals**

Proposals received after the deadline for submission of Proposals prescribed by CDA will be rejected.

## **19. Modifications and Withdrawal of Proposals**

Any Bidder may modify or withdraw its proposal after submission but prior to the deadline for submission of proposal, provided that CDA receives in time the written notice of the modification or withdrawal. The responsibility of submitting the modified bid, within the deadline for submission of proposal will rest solely with the bidder.

- i. No bidder shall be allowed to modify its proposal after the deadline for submissions. Bidder shall be allowed to modify the bid after the last date, only if the same is requested by CDA, to accommodate clarifications on the proposal submitted, subject to the proposal substantially conforming to the requirements of this solicitation.
- ii. In the event of withdrawal of a proposal by any bidder within the validity period, the Bid Security submitted by the bidder shall stand forfeited.

## **20. Pre-bid Meeting**

20.1 A virtual and/ or physical pre-bid meeting will be conducted on 03.09.2021 at 11:30 AM.

20.2 The Bidders designated representatives are invited to attend the Pre Bid meeting at their own cost.

20.3 The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.

20.4 The Bidder is requested, to submit any questions in writing to reach CDA as per the prescribed timelines. Because, it may not be practicable at the Pre-Bid meeting to answer all the questions instantly.

20.5 Any modification of the Proposal documents which may become necessary as a result of the Pre-Bid Conference, shall be made by the CDA exclusively through the issue of an Addendum/Corrigendum in the web site.

## **21. Site Visit**

Interested bidders may conduct a visit to the City at their own cost. Further any clarifications regarding existing building regulations, RFP document; bidders are advised to get in touch with the CDA officials.

## **22. Proposal Opening**

CDA will open all Proposals in the presence of Bidders or their authorized representatives who choose to attend the proposal opening, at the date and time mentioned and in the following location;

**Conference Room,  
Cuttack Development Authority,  
Arunodaya Market, Link Road, Cuttack - 12**

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Proposal opening being declared a holiday for CDA, and Proposals shall be opened at the appointed time and location on the next working day.

The Financial Proposals of only those firms fulfilling the eligibility criteria and the technical requirements of the Proposal shall be opened. The date and time of opening of the Financial Proposals will be intimated to the qualifying Bidders later.

### 23. Bid Evaluation Methodology

Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection(QCBS) mode with weightage of 70% and 30% for technical and financial proposals, respectively.

- i. Bids will be checked for responsiveness and eligibility against evaluation criteria mentioned in **Clause 6**
- ii. Bids which are found responsive and satisfy as per the evaluation criteria will be evaluated against the evaluation criteria as per **Clause 6**
- iii. Technical Score: The total score obtained by the Bidder as per **Clause 6.2** above shall be the technical score (Ts) of the Bidder.
- iv. Financial Score: The financial bid of the bidder would be opened after evaluation of technical bid. The lowest financial proposal will be given a financial score (Fs) of 100 points. The financial scores of other proposals will be computed as follows:

$$Fs=100 \times FM1 / F1$$

(F1=amount of Financial Proposal as quoted by the Bidder; FM 1= Lowest financial quote)

- v. Combined and Final Evaluation:

Combined score shall be calculated based on Technical and Financial scores of the Bidder as per QCBS system. Proposals will finally be ranked according to their combined Score (S) calculated based on technical (Ts) and financial (Fs) scores as follows:

$$S = Ts \times Tw + Fs \times Fw$$

(Where Tw and Fw are weights assigned to Technical proposal and Financial Proposal as **0.70** and **0.30** respectively)

- vi. Selection of Bidder:

The Bidder securing the highest combined score would be the Selected Bidder. The Second and third Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP document.

**24. Performance Security and Agreement:**

CDA shall issue a Letter of Award (LoA) along with the Draft Contract Agreement to the Selected Bidder within 7 days from the opening of the financial proposals. Within 15 days of such issuance, the selected firm is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to 3% of the contract value and enter into the contract agreement with CDA and start the work on an immediate basis.

**25. Payment Schedule (Design):**

Sl. No.	Deliverable/ Milestones	% of quoted lump sum fees
01	Submission and approval of Inception Report	10%
02	Submission and approval of Report on situation analysis, circulation plan and mitigation strategies	15%
03	Submission and approval of Concept Report	25%
04	Submission and approval of Detailed design Reports and Draft broad cost estimates	30%
05	Submission and approval of Tender Document for Bid	10%
06	Award of Contract	10%

**Payment Schedule (Implementation):** The Consultant shall be paid on prorated monthly basis to the Lumpsum amount quoted in Financial Bid for 10 months.

**26. Termination of contract & Compensation thereof:**

If the bidder fails to carry out the award/ work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by CDA, without any valid reasons acceptable to CDA, CDA may terminate the contract after giving one (1) month notice, and the decision of CDA on the matter shall be final and binding on the bidder. Upon termination of the contract, CDA shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

**27. Liquidated Damages**

In the event of delay in execution of work, specified in this Contract / furnishing of deliverables, the bidder shall be liable to a penalty @0.5 % of the value of work order in respective phases, for every week of delay upto a maximum of 10%, after which CDA shall be at liberty to cancel the award. For the purpose of this clause, part of a week shall be considered to be a full week.

## 28. Right to Accept or Reject

CDA reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever.

## 29. Corrupt or Fraudulent Practices

CDA requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser (i.e. CDA) defines the terms set forth as follows:

29.1 “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

29.2 “Fraudulent Practice” means a misrepresentation of facts, in order to influence a procurement process or execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission), designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

29.3 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

29.4 The Purchaser will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is determined that the Bidder has engaged in corrupt and fraudulent practices in competing for or in execution of the contract.

## 30. Force Majeure

30.1 This clause shall mean and be limited to the following in the execution of the contract placed by CDA.

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant

30.2 The consultant shall advise CDA in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, CDA reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for whatsoever reason, subject to the provision of clause mentioned.

### **31. Arbitration**

31.1 All disputes, differences, claims and demands arising under the contract shall be referred to the CDA Authority for final decision and the same shall be binding on all parties.

31.2 Any other terms and conditions mutually agreed prior to finalization of the order/ agreement shall be binding on the consultant.

31.3 CDA and the selected consultant shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering into the reference and the award of the arbitration or umpire, as the case may be. Shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment thereof the arbitration proceeding shall be held in Cuttack, Odisha.

### **32. Disputes**

All legal disputes are subject to the jurisdiction of Cuttack courts only.

### **33. Liability**

The Liability of the selected Agency in any case shall not be beyond the amount of fees payable to the selected Agency.

### **34. Indemnity**

The Selected Agency always during the pendency of this agreement, keep the Government/ CDA indemnified to an amount not exceeding the total fees payable to the Selected Agency under this agreement.



### 35. Confidentiality

The Selected Agency shall treat the details of the output of the Assignment and the Services as confidential and for the Selected Agency's own information only and shall not publish or disclose the details of the output, deliverables/ milestones submitted to Selected Agency or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous written consent of the competent CDA.

## FORM A – COVER LETTER

(To be submitted on letter head of the bidder duly signed by authorized signatory)

To,  
The Secretary,  
Cuttack Development Authority  
Arunodaya Market,  
Link Road, Cuttack  
Pin-753012

Subject: Selection of Consultancy firm for preparation of City Decongestion Plan Cuttack

Sir,

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the Applicant in the RFP Document issued by CDA. We agree and undertake to abide by all these terms and conditions. We hereby submit all the necessary information and relevant documents during submission of our RFP, we undertake, if our Proposal is accepted, to deliver services as specified in the RFP document.

We acknowledge that we have not, during the last three years, failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitrator or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract.

We are enclosing **Bid Security of INR 1,00,000/- (One Lakh Only)** in the Form of Demand Draft / BG (DD / BG No..... Dt..... drawn on (.....) in favour **“Cuttack Development Authority”**, payable at Cuttack. As per RFP the validity of the proposal is 180 days from the last date of submission of proposal and we agree that the proposal is unconditional. We understand that CDA reserves the right to reject any application without assigning any reason thereof.

Yours faithfully,

Signature of Authorized Person and seal

Name and Designation

Name of the Company

## FORM B – BIDDER’S PROFILE

1. Name of the Firm:
2. Year of Establishment:
3. Registered address of Office:
4. PAN & GST No.:
5. Telephone No. & Fax No:
6. Email Address:
7. Brief description of background of the firm for this assignment.
8. 10 years of proven operational experience in the field of Architectural/ Urban Planning/ Urban Design firm.
9. Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements)

Financial Year	Annual Turnover (INR cr.)
2020 -21	
2019-20	
2018-19	

Note: Turnover need to be duly certified by Chartered Accountant.

Signature of Authorized Person and seal

Name and designation

Name of the Company

Dated: .....

## FORM C – PROJECT EXPERIENCE

### 1. Experience Summary

EXPERIENCE OF SIMILAR PROJECTS					
Sl. No.	Name of Assignment	Name of the City with Population	Name of the Client & Contract Date	Brief Scope of Work & Duration	Deliverables & contract value
1.					
2.					
3.					
4.					
5.					
EXPERIENCE OF PREPARATION OF DPR					
Sl. No.	Name of Assignment	Name of the City with Population	Name of the Client & Contract Date	Brief Scope of Work & Duration	Deliverables & contract value
1.					
2.					
3.					
4.					
5.					
PROJECT IMPLEMENTATION EXPERIENCE					
Sl. No.	Name of Assignment	Name of the City with Population	Name of the Client & Contract Date	Name of the Client & Contract Date	Deliverables & contract value
1.					
2.					
3.					
4.					
5.					

Note:

- Please use separate rows for each project
- Work orders, completion certificate are to be submitted for each assignment mentioned as supporting documents

## FORM D – PROJECT EXPERIENCE DETAILS

### 2. Project Experience

Name of Project:		Location:
Name and address of Client:		
Start Date (Month / Year):	Completion Date (Month / Year):	Approx. Value of Services (Rs.):
Project Area		Project Cost (in INR Crore):
Scope of the assignment		
Name of Associated Consultant/ Firms, if any:		
Description of Project and services provided by your staff		

#### Signature of Authorized Person and seal

- Attach photo copies of work orders along with work completion certificate.
- In cases, where the work completion certificates for the services are not available, a self-declaration by the bidder on its letter head with contact details of client or an interim certificate issued by the client for an ongoing Project certifying the basic eligibility criteria, must be submitted.

## FORM E – TEAM COMPOSITION

### Core/Design Team

Sl. No.	Name	Position	Qualifications	Total years of experience	No. of similar assignments
1.		Project Coordinator			
2.		Urban Designer			
3.		Transport Engineer			
4.		Road & Traffic Engineer			
5.		Revenue Expert			

### Implementation Team

Sl. No.	Name	Position	Qualifications	Total years of experience	No. of similar assignments
1.		Project Manager/ Engineer			
2.		Site Supervisor/ Coordinator			
3.		Urban Designer			

**FORM F – FORMAT FOR CV**

- 1. **Name of Staff:**
- 2. **Position:**
- 3. **Date of Birth:**
- 4. **Years of Relevant Exp:**
- 5. **Number of years with the Firm:**
- 6. **Nationality:**
- 7. **Membership with Professional bodies:**

**Education:**

(Summarize College/University and other specialized education of staff Member)

- 8. **Employment Record**

(Starting with present position, list in reverse order every employment held)

- 9. **List of Similar Projects/Assignments on which the personnel have worked**

Sl. No.	Name of the Client	Sector	Brief description of project	Position Held	Key Role	Major Responsibility

- 10. **Languages:**

(Indicate proficiency in speaking, reading and writing of each language by

**(Excellent, Good, Fair, Poor)**)

Note: - CVs of only Experts shall be evaluated during bid process management. The CVs should be recently signed by the proposed staff or the Authorized Representative signing the Proposal.

## FORM G - FINANCIAL PROPOSAL

(To be submitted on letter head of the bidder duly signed by authorized signatory

**Date:**

**To,  
Secretary,  
Cuttack Development Authority,  
Arunodaya Market, Link Road, Cuttack.  
Pin – 753012**

**Sub: Financial proposal for Selection of Consultancy firm for preparation of City Decongestion Plan Cuttack**

We, the undersigned, offer to provide the services for the above scope of services in accordance with your RFP. Our total financial quote (exclusive of applicable GST) is as given below;

Lumpsum Financial Quote for Preparation of preparation of City Decongestion Plan Cuttack – Design (28 weeks)	(in INR Figures and Words)
Lumpsum Financial Quote for Preparation of preparation of City Decongestion Plan Cuttack – Implementation (10 months)	(in INR Figures and Words)
Total	(in INR Figures and Words)

Note: GST will be paid extra at applicable rate.

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid upto 180 days from the last date of submission of proposal.

This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses, all out of pocket expenses. The Financial proposal is without any condition.

**Yours Faithfully,**

**Signature of Authorized Person and seal**

**Name & designation:**



## FORM H - EARNEST MONEY DEPOSIT

The agency shall submit "Bid Security" in the form of Demand Draft/Bank Guarantee from any scheduled Commercial Bank in favour of "**Cuttack Development Authority**" payable/ encashable at **Cuttack** for **INR 1,00,000/- (Rupees One lakh only)** only. The details of the bid security are as below;

## FORM I - DRAFT CONSULTANCY AGREEMENT

### Section1: Form of Contract

<b>CONTRACT FOR:</b>	<i>[Preparation of City Decongestion Plan, Cuttack, Odisha]</i>
<b>CONTRACT NUMBER:</b>	[.....]
<b>THIS CONTRACT is made BETWEEN:</b>  <b>AND:</b>	<i>[Cuttack Development Authority (CDA) (hereinafter referred to as 'the Client') and [name of Consultant] (hereinafter referred to as 'the Consultant')  *Please insert the name of the Consultant's representative and communication address of the Consultant]</i>

**WHEREAS:**

- A. Cuttack Development Authority (**'the Client'**) requires the Consultant to provide the services as defined in ToR (**'the Services'**); and
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

**IT IS HEREBY AGREED as follows:**

**1. Documents**

This Contract comprises the following documents:

- Section 1: Form of Contract
- Section 2: General Conditions
- Section 3: Schedule of Payment

This Contract constitutes the entire agreement between the Parties in respect of the Consultant's obligations and that supersedes all previous communications between the Parties, other than as expressly provided for in Section 2 and/or required to interpret the terms of contract.

**2. Contract Signature**

If the Original Form of Contract is not returned to the Contract Officer of the Client (the Secretary CDA), duly completed, signed and dated and/ or on behalf of the Consultant within 30 days of the date of signature on behalf of the Client, then Client will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

### **3. Commencement and Duration of the Services**

The period of contract shall be of .....commencing from the date of execution of the agreement. The client may extend the period of contract for further period in case decided so. The parties may terminate the contract in the manner and for the reasons prescribed herein and in case of pre-matured termination of the contract shall cease on and from the date of such termination.

The contract shall cover the defect liability period and the consultant shall ensure its obligation/responsibility during defect liability period.

### **4. Consultancy Fees**

Payments under this Contract shall be [insert Total Amount in numbers and words] inclusive of all applicable government taxes – national and state, as applicable and exclusive of prevailing GST as applicable, which will be paid extra ('the Consultancy Fees').

### **5. Time of the Essence**

Time being the essence of the contract, the consultant shall assume its responsibility specified in the contract on and from the date of its execution, failing which the contract shall stand cancelled at the cost and risk of the consultant and in such event the client shall engage other consultants of its choice in the manner decided by its Authority/ Competent Authority.

## **Section 2: General Conditions of Contract**

### **Definitions and Interpretation**

#### **1. Definitions**

- 'The Consultant' means the person(s), partnership(s) or company i.e. with whom this Contract is placed.
- 'The Consultant's Representative' means the person who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- 'The Consultant's Personnel' means any person instructed pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents and sub-consultants.
- 'The Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- 'The Consultancy Fees' refers to the amount specified in Section 1 Clause 4 and is the amount payable to the consultant by the Client under this Contract.

- 'The Services' means the services set out in the Terms of Reference.
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' mean General Conditions of the Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

## **2. Interpretation**

- 2.1. In the event of any inconsistency between the Form of Contract (**Section 1**), these General Conditions (**Section 2**) and the Schedule of Payment (**Section 3**), Conditions shall prevail.
- 2.2. Except as expressly provided in Clause 3 the Consultant is not the agent of the Client and has no Agency to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3. Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant's Personnel.
- 2.4. All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in **Section 2**.

## **Obligations of the Consultant**

### **3. Obligations**

- 3.1. The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted Professional standards expected from experts.

### **4. Personnel**

- 4.1. All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2. No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel under this Contract without prior written consent of the Client.

- 4.3. Replacement of personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client.
- 4.4. If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.5. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the Health, safety and security of such persons and their property.

## **5. Sub-Consultants**

- 5.1. The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

## **6. Disclosure of Information**

- 6.1. The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required By Agency of competent jurisdiction). In addition, no publicity is to be given to this Contract Without the prior written consent of the Client.

## **7. Intellectual Property Rights**

- 7.1. All the reports prepared under the assignment are subject to intellectual property rights shall be property of CDA.

## **8. Confidentiality**

- 8.1. Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:
  - a. Information that is already known to third parties without breach of this Contract; an
  - b. Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public Agency, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

## **9. Access**

- 9.1. The Client will have access to the data collected by the Consultant if required

## **10. Corruption, Commission and Discounts**

- 10.1. The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:
- a. has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favor or disfavor to any person or entity in relation to any contract; or
  - b. has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.
- 10.2. Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

## **11. Indemnity**

- 11.1. Except where arising from the negligence of the Client or Client's employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Consultant or the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

## **12. Working Arrangements**

- 12.1. The assignment will be contracted by CDA to the Consultancy firm where CDA will ensure the support of other concerned agencies, where necessary through monitoring and output review committee or such other suitable arrangements for timely completion of the assignment.

## **13. Price and Payment**

### **Applicable Provisions and Consultancy Fees**

Unless different provisions are substituted in **Section 1, Clauses 4** inclusive shall apply in relation to price and payment.

The Consultancy Fees are payable as per the **Schedule of Payment, Section 3.**

## **14. Consultancy Fees**

- 14.1. Payments under this Contract shall be Rs. .... exclusive of prevailing GST as applicable, which will be paid extra ('the Consultancy Fees').

14.2. The Consultancy fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other out of pocket expenses except those otherwise specifically provided for in this Contract.

## **15. Invoicing Instructions**

15.1. Invoices should be submitted against agreed milestones or as specified at **Section 3, Schedule of Payments**.

15.2. The Client shall unless otherwise expressly provided in **Section 3** make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.

Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in **Section 2**. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

## **16. Payments**

16.1. Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 15 days of receipt of a valid invoice.

16.2. If for any reason the Client is dissatisfied with performance of this Contract or there has been an unreasonable delay without client's approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

## **17. Taxes and Duties**

17.1. The Consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India, except GST.

17.2. If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

## **Force Majeure and Termination**

### **18. Force Majeure**

18.1. This clause shall mean and be limited to the following in the execution of the contract placed by CDA.

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Tempest, Lightning or other natural physical disaster
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant

18.2. The consultant shall advise CDA in writing the beginning and the end of the above clauses of delay, within 7 days of occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, CDA reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for whatsoever reason, subject to the provision of clause mentioned.

#### **19. Suspension or Termination and penalty with Default of the Consultant**

19.1. The Client (CDA) may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.

19.2. Where this Contract is suspended under **Clause 18.1** and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

19.3. The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of this Contract; or
- c) the Consultant is an individual or a partnership and at any time:
  - (i) becomes bankrupt; or
  - (ii) is the subject of a receiving order or administration order; or
- d) the Consultant is a company and:
  - (i) an order is made or a resolution is passed for the winding up of the Consultant; or
  - (ii) A receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
- e) The Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.



- 19.4. Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.
- 19.5. The Client reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Client. Client reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the client may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.
- 19.6. The Client reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per RFP.
- 19.7. The Consultant reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Client. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 15 days prior to the date of the termination notice and if the noncompliance has continued up to the date of the termination notice. The Client shall be liable to pay the Consultant fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per RFP.
- 19.8. The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.

## **General Provisions**

### **20. Variations**

- 20.1. No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing with signature of both the parties.

### **21. Assignment**

21.1. The Consultant shall not, without the prior written consent of the Client, assign or transfer of cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

**22. Amicable Settlement/ Arbitration**

22.1. Both Parties to this Agreement will make every attempt to resolve any discrepancy arising out of the contract amicably. Any dispute, which could not be resolved by both Parties shall be referred to the Arbitrator duly appointed by the Hon'ble High Court in exercise of power conferred under Section-11 of the Arbitration and Conciliation Act, 1996 and such arbitration proceeding shall be commenced in accordance Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be at Cuttack. The award of the Arbitration shall be final and binding to both the parties.

**23.** For all other purposes the Principal Civil Court at Cuttack shall have jurisdiction in exclusion of any other jurisdiction specified in any other Acts & Rules and code of Civil Procedure

**24. Address of Communication of notice & etc.**

**24.1. Officials of Client;**

Designation: Secretary, Cuttack Development Authority

Communication Address: Arunodaya Bhawan, Link Road, Cuttack 753012

Phone: 0671-2315594, Email: cda.cuttack@nic.in.

**The Project Officer is;**

Designation: Planning Member, Cuttack Development Authority

Communication Address: Arunodaya Bhawan, Link Road, Cuttack 753012

Phone: 9437107255, Email: cda.cuttack@nic.in

**The Consultant's Representative is:**

Designation:

Presently:

{Name and Address}

Phone:

Email:

(The Consultant shall inform any change of Consultant's Representative immediately in the address specified in Clause 24.1 and 24.2 failing which the same shall constitute the ground of termination of the Contract at the cost and risk of Consultant).

24.2. For all other purposes the Principal Civil Court at Cuttack shall have jurisdiction in exclusion of any other jurisdiction specified in any other Acts & Rules and code of Civil Procedure

Additional documents to be included in this Contract

The following documents are included in and form part of the Contract;

1. Accepted copy of the Letter of Award (LoA).
2. RFP document published by Cuttack Development Authority.
3. Clarifications issued by Cuttack Development Authority.
4. Minutes of the meeting between the Client and the Consultant if any.
5. Performance Security

### Section 3: Schedule of Payment

Task.no	Deliverable	Time (in weeks)	Cumulative Time (in weeks) (T is the start of engagement)	Payment (in %)
<b>C- Design Stage</b>				
I	Submission and approval of Inception Report	4	T+4	10%
II	Submission and approval of Report on situation analysis, circulation plan and mitigation strategies	8	T+12	15%
III	Submission and approval of Concept Report	8	T+20	25%
IV	Submission and approval of Detailed design Reports and Draft broad cost estimates	4	T+24 weeks	30%
V	Submission and approval of Tender Document for Bid	4	T+28 Weeks	10%
VI	Award of Contract			10%
<b>D- Handholding Stage</b>				
i	Technical assistant and handholding support	Minimum 10 months	-	Man-month Basis

#### Terms of Payment:

1. Contract Value is exclusive of GST, and GST as applicable shall be paid additionally over and above Contract Value at applicable prevailing rates.

2. The quoted fee is inclusive of professional fees and all other expenses to complete the scope of work and anticipated inflation increase over the duration of the contract.
3. The payment shall be released within 15 days from receipt of invoice from the Consultant subject to terms and conditions mentioned earlier in this contract.

**Penalty for Delay and Liquidated Damages**

In the event of delay in execution of work, specified in this Contract/ furnishing of deliverables, the bidder shall be liable to a penalty @0.5 % of the value of work order in respective phases, for every week of delay upto a maximum of 10% of the “Consultancy Fee”, after which CDA shall be at liberty to cancel the award. For the purpose of this clause, part of a week shall be considered to be a full week.

**NOW this agreement witness** that the parties hereto have gone through the terms of the Contract and understood the contents thereof and after being satisfied and approved, bound themselves with the terms of the contract and put their seal and signature on.....**day of** .....**2021** in acknowledgement thereof.

**SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREINABOVE MENTIONED**

**The Cuttack Development Authority, Cuttack, Odisha – First Party**

By the hands of its authorised signatory

\_\_\_\_\_  
 Authorised Signatory of the First Party

Name :  
 Designation : Secretary, Cuttack Development Authority  
 Address : Arunodaya Bhawan, Link Road, Cuttack-12

In the presence of: (Witness)

1. _____ Name: Address:	2. _____ Name: Address:
----------------------------------	----------------------------------

{Name of the Consultant} – Second Party

\_\_\_\_\_  
 Authorised Signatory of the Second Party

Name :  
Designation :  
Address:

In the presence of: (Witness)

1. _____ Name: Address:	2. _____ Name: Address:
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ANNEXURE 1 to FORM I – SCOPE OF WORK

## FORM J – PERFORMANCE GUARANTEE FORMAT

### Performance Guarantee

***[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]***

Date: *[insert date (as day, month, and year) of Bid Submission]* Contract No.  
and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *\*insert complete name of Guarantor]*

Beneficiary: *[Secretary, Cuttack Development Authority, Cuttack]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]* we have been informed that *[insert complete name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[Insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Equipment and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount (s) in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]* , and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months] [one year+,* in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. *[Signatures of authorized representatives of the bank and the Contractor]*

**ANNEXURE TO CLAUSE 9.1 (TEAM COMPOSITION)**

<b>SI No.</b>	<b>Team Composition (Core team)</b>	<b>Proposed Name of the Resource</b>	<b>Overall Years of Experience post Minimum Qualification</b>	<b>Years of experience with current Firm</b>	<b>List of Projects worked</b>	<b>List of similar projects</b>
1	Project Coordinator					
2	Urban Designer					
3	Transport Engineer					
4	Road & Traffic Engineer					
5	Revenue Expert					
6	Legal Expert					

<b>SI No.</b>	<b>Team Composition (Implementation Team)</b>	<b>Proposed Name of the Resource</b>	<b>Overall Years of Experience post Minimum Qualification</b>	<b>Years of experience with current Firm</b>	<b>List of Projects worked</b>	<b>List of similar projects</b>
1	Project Manager/Engineer					
2	Site Supervisor/ Coordinator					
3	Urban Designer					

Note: Form to be shared in excel sheet