



THE SAMAJA
Gopabandhu Bhawan, Buxibazar
Cuttack – 753001
Odisha

Tender No. :

**Tender for Appointment of Project Management Consultant
for Planning, Execution & Commissioning of various Civil
Construction and Electrification works of different Projects
of The Samaja**

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Disclaimer

1. This Tender is issued by **The Samaja** or the “**Authority**”
2. The information contained in this Tender is selective and is subject to updating, expansion, revision, and amendment. It does not, and does not purport to, contain all the information that a Bidder may require. Neither Authority nor any of their officers; employees nor any of its advisors / consultants undertakes to provide any prospective bidder with access to any additional information or to update the information in this tender or to correct any inaccuracies therein which may become apparent. Each prospective bidder must conduct its own analysis of the information contained in this tender or to correct any inaccuracies therein that may this tender and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
3. This tender is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in making / submitting their Bids (technical and financial bids) pursuant to this tender. This tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtain independent advice from appropriate sources.
4. Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder 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 tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this bid stage.

6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender.
7. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender at any time during the Bidding Process.
8. The issue of this tender does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure appointment of the bidder as Preferred / Selected Bidder.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Interpretation

In the interpretation of this tender, unless the context otherwise requires:

1. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
2. Reference to any gender includes the other genders;
3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub-paragraph, Annex, Exhibit, Attachment, Schedule, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule, or Recital of this Tender;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices, and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof;
5. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", Whether or not so followed;
6. Any reference to a person shall include such person's successors and permitted assigns;
7. A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this tender shall be such date or period as may be extended pursuant to the terms of this tender;
9. A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar Week and a reference to "day" shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this TENDER mean and refer to this TENDER and not to any particular Article, Clause or Section of this tender. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this tender so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of the tender documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents;
12. The terms "Authority", "Owner", "Employer" and or the Committee appointed or Chief Officer shall mean to include The Samaja, Cuttack
13. The Term "Consultant", "PMC", "PMC" shall mean to include the bidder (which shall include consortiums, sub-contractors, if any) qualified under this tender for carrying out planning, execution and commissioning of projects allotted by The Samaja.

14. The Term "Engineer", "Engineer-in-charge" shall mean to include Project Management consultant's Engineer appointed for discharging the obligations under this Tender / agreement / contract.
15. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement; and
13. All capitalized words and expressions used in the tender but not defined therein shall have the same meaning as ascribed to them in the Agreement.
14. The term "Final Project Cost" shall mean to include Total value of all invoices towards purchase of Goods, Labour Charges and Testing Charges (Excluding GST) Incurred for the Project.
- .15. The term "Estimated Project Cost" shall mean to include Total Estimate value worked out by PMC forming part of Detailed Project Report submitted to Authority.

1. Information to Bidders

1.1 General Conditions

- 1.1.1 Bidders shall furnish all relevant information, as per the formats provided in the Request for Proposal (the “tender”).
- 1.1.2 Bids, as submitted by the Bidders, shall have a Bid Validity of 180 Days (or “Calendar Days”) from the last date of Bid Submission. During this period, Bidders shall maintain the availability of Professional staff nominated in the Bid. The Authority will make its best effort to complete negotiations within this period. Should the need arise, however, the Authority may request Bidders to extend the validity period of their Bids.
- 1.1.3 Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Bid, or in their confirmation of extension of validity of the Bid, Bidders could submit CV of new staff, being proposed in replacement, who would be considered in the final Consultancy Agreement, after the evaluation of the Curriculum Vitae (CV). Bidders who do not agree have the right to refuse to extend the validity of their Bids.

1.2 Clarifications and Amendment of tender Documents

- 1.2.1 Bidders may request clarification on any of the points contained in tender documents up to the number of days as indicated below. Any request for clarification must be sent in writing by paper, mail, facsimile, or electronic mail to the Authority's address as indicated hereinabove.
- 1.2.2 Queries, if any, proposed to be raised at the pre-bid conference by the Bidder/s should be submitted in writing (over email or a letter) least two (2) working days before the date of the Pre-Bid Conference to the Official as below:

Address:	The General Manager I/c The Samaja, Gopabandhu Bhawan, Buxibazar, Cuttack – 753001, Odisha
Email	gm@samaja.in
Phone	0671-2301240

- 1.2.3 A maximum single representative of each Bidder shall be allowed to participate on production of Authorization letter from the Bidder.
- 1.2.4 At any time before the submission of Bids, the Authority may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the tender documents by amendment. Any such amendment shall be issued in writing through Corrigenda. Corrigenda shall be uploaded on portal shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of Bids.

1.3 Bidding Schedule

S. No	Event	Key Date and Time
1	Issue of tender (Bid) Document	
2	Tender Document is made available at www.thesamaja.in	
3	Last Date for Submission of Physical Copy of Technical Bid	23.01.2026 6:00 PM
4	Opening of Technical Bid	Will be intimated to the Bidders
5	Presentation by the Bidders	Will be intimated to the Qualified Bidders
6	Opening of Financial Bids	Will be intimated to the Qualified Bidders'
7	Bid Processing Fee: (Non-Refundable).	Nil
8	Earnest Money Deposit:	Nil

1.4 Preparation of Bids

1.4.1 The Bidders are required to submit the Bid in two parts in two separate envelopes / parts and put together in one single outer envelope. The two parts shall be captioned as follows on the respective envelopes:

- (a) Part 1: Bid Processing Fee & EMD and
- (b) Part 2: Technical Bid

The Financial Bid needs to be submitted in a separate envelope.

The Bid shall be written in English only.

The Part-1 submission (Cover-1) shall contain the following information as described in ensuing sections.

PART 1: Bid Processing Fee and EMD as per details provided in tender.

1.4.2 Bids submitted without Bid Processing Fee and / or EMD shall be summarily rejected and will not be evaluated.

TECHNICAL BID

1.4.3 In preparing the Technical Bid, Bidders are expected to examine the submission documents

/ Format / enclosures etc., comprising this tender in detail. Material deficiencies in providing the information requested may result in rejection of the Bid.

- 1.4.4 During preparation of the Technical Bid, Bidders must give particular attention to the following:
- a) The Bid evaluation is based on the parameters as indicated in the Financial Bid Format and not based on the number of professional staff months estimated by the Bidder. The estimated person-months for the Project to be provide by the Bidder in the formats would be for information purpose only.
 - b) It is desirable that the majority of the key professional staff (as proposed by the bidder) should preferably be permanent staff. The permanent staff would be considered those employed with the Bidder for at least one year. Weightage will be given to the personnel, based on longer duration of its employment with the Bidding Party. For avoidance of doubt personnel would mean professionals and support staff provided by the Consultants and their associates and assigned to perform the Services under this tender or any part thereof.
 - c) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) must be submitted for each position and proposed professional staff must have the minimum experience as indicated in the Stage 3: Technical Bid Evaluation.
 - d) A good working knowledge of the local language,that is **Odiya** s preferable and not mandatory for key professional staff on this Project. Reports must be in English language only.
 - e) It is desirable that the Key professional staff have sector and area acquaintance.
- 1.4.5 The Technical Bid must provide the following information, using but not limited to the formats as indicated below:
- **Form 1: Technical Bid Submission Form**
 - **Form 2: Format for Power of Attorney for Authorized Representative**
 - **Form 3: Financial Summary of the Bidder**
 - **Form 4: Format for Letter of Undertaking**
 - **Form 5: Format for Qualifications / Experience**
 - **Form 6: Team Profile**
 - **Form 7: Format for CV of Key Personnel**
- 1.4.6 The Technical Bid must not include any financial information.

PART 3: FINANCIAL BID – to be submitted in a separate envelope.

- 1.4.7 In preparing the Financial Bid, Bidders are expected to take into account the requirements and conditions of the tender documents. It should include all costs associated with the Project, including (a) remuneration to the staff (onsite and offsite) and (b) rentals / fixed rates / reimbursable such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, and surveys (market research, tourist, topography etc.), training, software license, surveys and investigations, etc. as components of this Project.

- 1.4.8 The Financial Bid should clearly identify and include all the taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Bidders, and their personnel, and include as part of their offer, and show only GST separately.
- 1.4.9 Bidder shall only be entitled for agreed Project Management fees. All the expenses, arrangements with respect to transportation, residence, conveyance of the workers, employees, guest, and representatives of PMC visiting the site shall be borne by PMC. The Authority will not be under obligation to pay / reimburse any of above mentioned expenses to PMC.
- 1.4.10 Bidders have to express the price of their services in the format as indicated in the sample format placed at Annexure 1: Financial Bid Submission Form.
- 1.4.11 The cost of the project is output based (even though details in terms of man-months may be sought from the Bidders). The financial bid approved by the client is fixed and shall not be increased under any circumstances.
- 1.4.12 Consortium / Sub-Contracting will not be allowed.
- 1.4.13 Conditional Tenders / bids shall not be accepted.

1.5 Submission, Receipt and Opening of Bids

- 1.5.1 The original bid shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initialed by the person who signs the Bids.
- 1.5.2 Each of the bids, along with their relevant enclosures should be bound, paginated, with an index of submission on the first page.
- 1.5.3 An authorized representative of the Bidder shall initial all pages of Technical Bid. The representative's authorization shall be in the form of a written power of attorney accompanying the Bid, or in any other form demonstrating that the representative has been duly authorized to sign.
- 1.5.4 The Bid Processing Fee and the EMD must be in one Envelope (Cover-1) and Technical Bid must be in another Envelope (Cover-2). The envelope must be clearly marked on top as "Technical Bid". A soft copy of Technical Bid, in PDF format on pen drive, should also be placed in the cover containing the Technical Bid.
- 1.5.5 The two separate envelopes containing the Bid Processing Fee and EMD and Technical Bid (along with the presentation), should be placed in one cover and addressed to Authority (as per the given detailed address) and labelled the Project name clearly. The Bid shall be sent at the following address:

General Manager I/c
The Samaja
Gopabandhu Bhawan, Buxibazar,
Cuttack – 753001. Odisha
Email gm@samaja.in,
Phone 0671-2301240/2301994

- 1.5.6 The completed Bids must be delivered / submitted on or before the submission time and date as stated in Bidding Schedule. The Authority shall not be responsible for misplacement, losing or pre-matured opening, if the outer envelope is not sealed and / or not marked as stipulated.
- 1.5.7 After the deadline for submission of Bids, the Technical Bid envelope shall be opened in the presence of the Bidders / their Authorized Representatives who choose to attend on the date and time indicated in the Bidding Schedule

Important Note:

- A. **The complete set of the Technical Bid (including Annexures, Letters, various documentary proofs etc.), as being uploaded by the Bidder shall also be submitted in the Hard copy, along with a copy of the same in a pen drive along with the Bid Submission.**
- B. **Financial Bids are to be uploaded on the website only as mentioned in the tender.**
- C. **Financial Bid shall not be submitted with the Technical Bid. Submission of Financial Bid along with Technical Bid will lead to the disqualification of the Bidder.**

1.6 Bid Evaluation

- 1.6.1 The responsive bids shall be evaluated on a Least Cost Basis, with the “Technically Eligible Bidder” quoting the least fee shall be the L1 bidder and offered the Letter of Award.
- 1.6.2 The following procedure shall be adopted in evaluating the bids:

Stage 1: Test of Responsiveness

- 1.6.3 Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this Tender. A Bid shall be considered responsive only if:

- It is received by the Bid due date including any extensions thereof.

Responsive Bids, fulfilling the criteria as given above, shall be evaluated as per Stage 2 given below

Note: Bidders must take utmost care that the submission made by them shall also adhere to the following:

- It is signed, sealed, bound together and marked as stipulated in this tender document.
- It is received as per the formats prescribed in the Section 3 – Technical Bid Forms of the Tender document.
- It contains information in formats same as those specified in this tender document.
- It contains the necessary documentary proof as specified in the checklist mentioned in Tender document.

Stage 2: PQ Evaluation

1.7 Pre-qualification Criteria

Bidders who comply with the following basic criteria are eligible for participation in this tender:

- 1.7.1 The Bidder should be a private / public limited company or partnership or proprietorship firm and should be in existence in India for a minimum period of five years as on the Bid Due Date.

- 1.7.2 The bidder should be registered with local development authorities.
- 1.7.3 The Bidder should have completed projects providing day-to-day project supervision for Infrastructure Projects for Clients in India in the last 4 years as on the Bid Due Date:
- 1.7.4 The Persons of Bidder should have experience is similar filed for at least 20 years.
- 1.7.5 The structural Engineer of Bidder should have experience of at least 20+ years.
- 1.7.6 The Bidder **should not be blacklisted** by any Government Department, Organization, Corporation, or any other body.

Note: i) Decision of The Samaja towards adjudging similar projects shall be final and binding on the bidders.

Bids qualifying as per the PQ Criteria, given above, will be eligible for the next stage of evaluation that is **Stage 3: Technical Bid Evaluation**.

Stage 3: Technical Bid Evaluation:

- 1.7.8 The Authority will carry out evaluation of Technical Bids, based on the point / marks system as specified in the Table below. Each pre-qualified bid shall be attributed a Technical Score. The Bidders are also required to give a presentation detailing various aspect as per the details included in the Table below. Marks out of 100 shall be awarded as per the Technical Bid Evaluation and the presentation before the Evaluation Committee. **Top 3 Bidders scoring at least 60% marks shall be the “Technically Eligible Bidder” and would be eligible for Financial Evaluation.**
- 1.7.9 The combined Technical Qualification and presentation would carry marks as below:

Sr no	Aspects	Max Marks
1	Years of Experience of the Bidder ≥ 5 years & < 7 years: 5 marks ≥ 7 years & < 10 years: 10 marks ≥ 20 Years : 20 marks	20 marks
2	Minimum Average Annual Turnover of the Bidder for past 3 years. ≥ Rs. 1 Crore & < Rs. 10 Lakh : 5 marks ≥ Rs. 11 Lakhs & < Rs. 30 Lakhs : 10 marks ≥ Rs. 30 Lakhs : 20 marks	20 marks

3	<p>Value of Projects completed by the Bidder.</p> <p>Upto 5 Projects, Each project between \geq Rs. 1.00 Cr. & \leq Rs. 5 Cr. = 5 marks.</p> <p>Upto 5 Projects, Each project between \geq Rs. 6.00 Cr. & \leq Rs. 15 Cr. = 10 marks.</p> <p>Upto 5 Projects, Each project between \geq Rs. 16.00 Cr. < more =20 marks.</p>	20 marks
4	<p>Qualification and Competence of the Key Personnel for this assignment</p> <ol style="list-style-type: none"> 1. Minimum Diploma Civil Engineer (Civil) – 04 marks 2. Structural Engineer (Civil) – 04 marks 3. Mechanical Engineer – 04 marks 4. Electrical Engineer - 04 marks 5. Registered With Local Authorities –04 marks 	20 marks

5	<p>Technical Presentation</p> <ol style="list-style-type: none"> 1. Showcasing of PMC assignment (involving Day-to-Day supervision) in similar context 2. Proposed innovation and value addition 3. Approach and Methodology for overall scope of work, Work Plan, Activity Schedule and Staffing Schedule 	20 marks
	TOTAL MARKS	100 marks

Note:

1. For all the submitted projects, documentary evidence to substantiate the scope of work, duration, successful completion, project type, project cost, and any other aspect for which marks are being sought shall be submitted in the form of Work Order, Agreement, Completion Certificate from the Client is mandatory.
2. Decision of Authority towards adjudging similar projects shall be final and binding on the bidders.
3. While Bidders are not required to include the Technical Presentation, with their Technical Bid submission, they must take note that the Authority may invite for technical presentation at a short notice and Bidders should be prepared with the same. No extension in this regard shall be given at a later stage
4. It is advised that Team Leader / Senior Team Members from the Pre-Qualified Bidder's Organization to remain present for making the Technical Presentation to the Committee. Further the presentation should be concise and should not exceed more than 15 minutes (~30 slides).
5. The CVs of the staff shall be submitted in the format placed at Form 7. Bidders should take note that the CV must be submitted in the required format only and signed by the respective

team member OR the authorized signatory. CVs which are not in the format, may not be considered for marking. The minimum required credential / experience of proposed key personnel to be deputed / working on site is as given below:

Sno.	Position	Experience	Qualification
01	Team Leader Cum Project Manager	Minimum 20 years	At least Diploma in Civil Engineering Registered POR with Local Authorities
02	Civil Engineer	Minimum 5 years	Shall be a Graduate in Civil Engineering Shall have the experience in projects of similar scale and nature
03	Structural Engineer	Minimum 25 years	Postgraduate in Structural Engineering from an accredited College or University. Shall have the experience in projects of similar scale and nature
04	Electrical Engineer	Minimum 10 years	Shall be Graduate in Electrical Engineering Shall have the experience of installation of Transformers, DG Sets, Panel Boards and Cabling works.
05	Key Technical support Staff.		As required and proposed by Bidder. In addition to above Key Personnel, the Bidder is required to deploy adequate number of Supporting technical staff. engineers / architect, surveyors, QA QC engineers etc

Note:

- The Authority expects all the Key Personnel specified in the Bid to be available during duration of the Project. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- **Bidders must take note, that the above-mentioned team (at point 1, 2 and 3 in the table above) is the Core Team for the project. Consultant shall be required to deploy many other regular team members as required from time to time. The detail of other full-time deployment is included in the Scope of Work.**
- **Notwithstanding the eligibility criteria specified in this tender document, the Management reserves the absolute right and discretion to grant relaxation or waiver to any bidder(s) on one or more eligibility parameters during the technical bid evaluation stage. Such relaxation may be considered for firms demonstrating exceptional capabilities, innovative approaches, or other compelling reasons that align with the tender's objectives, without prejudicing the fairness and transparency of the procurement process. Any decision to grant such relaxation shall be final and binding, and the Management shall not be obligated to provide reasons for the same. However the Management reserves the right to give relaxation to certain criteria basing upon the credentials of the Firm.**

Stage 4: Financial Bid Evaluation:

- 1.7.10 After the evaluation of Technical Bid is complete, the Authority will notify, before the date of financial bid opening, those Bidders whose Technical Bids were considered responsive and who have qualified in the Technical Bid.
- 1.7.11 The Financial Bids shall be opened in the presence of the Bidders / authorized representatives who choose to attend. The name of the Bidders, the technical scores, and the quoted prices shall be read aloud and recorded when the Financial Bids are opened.
- 1.7.12 It is expected that Bidders shall determine the costs appropriately and shall take necessary care in allocating budgets adequately to major components of study.
- 1.7.13 The Financial Bid to be considered for evaluation shall exclude GST, but shall include all the other taxes, if any.
- 1.7.14 The Evaluation Committee shall consider the price quote and the Technically Eligible Bidder quoting the lowest amount would be awarded the bid (the "L1 Bidder")

1.8 Negotiations

- 1.8.1 Prior to the expiration of period of validity of Bid, Authority shall notify the successful Bidder who has emerged the L1 bidder and may invite them to negotiate.
- 1.8.2 The invited consultant will, as a pre-requisite for attending negotiations, confirm availability of all nominated experts / key personnel and satisfy other pre-negotiation requirements as may be specified by Authority. The aim is to reach agreement on all points.
- 1.8.3 If negotiations fail, Authority will invite the second ranked bidder (L2), to negotiate.

1.9 Award of Work

- 1.9.1 After completion of negotiations, if any, with the preferred bidder, the Authority shall award the work to the Preferred Bidder by issuing a Letter of Award.
- 1.9.2 The Successful Bidder with whom the Consultancy Agreement (the "Agreement") is signed is expected to commence the Project on the date as indicated by the Authority during the negotiation meeting.
- 1.9.3 The Preferred Bidder shall be required to submit a Performance Guarantee which shall be equal to 2% of the Agreed Contract Value, in the form of an FDR or Bank Guarantee as a pre-requisite to signing of the Agreement. The Performance Guarantee shall be submitted within 30 days of the issue of the Letter of Award (the "LoA") and shall be kept valid for 30 months from the date of signing of agreement. Failing to adhere to the said conditions might lead to the withdrawal of the Letter of Award. Additionally, 3% retention money from each bill shall be deducted and released back as per the tender conditions.
- 1.9.4 The Performance Guarantee, as submitted, shall have to be renewed by the Consultant before its expiry, if so desired.

1.9.5 Work Order

The Work Order will be issued only after the execution of the agreement on a non-judicial stamp paper of Rs.100/-(One hundred only) at his own cost and in the form annexed hereto between the parties and shall be bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document. Work order shall be Issued Project wise during the tenure. The Consultant shall be required to carry out work in accordance with work order. The performance security in the form of bank guarantee of validity of 2 year and 3 months should be submitted before the settlement of the bill of the first month of the contract.

1.10 Confidentiality

- 1.10.1 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the process without the consent of the appropriate Authority.
- 1.10.2 The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.
- 1.10.3 Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
- i. was in the public domain prior to its delivery to the Consultant, its Sub consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub consultants and the Personnel of either of them;
 - ii. was obtained from a third party with no known duty to maintain its confidentiality;
 - iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such Undertaking.

1.11 Right of Rejection

- 1.11.1 Authority reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the tender prior to, and including, the pre-bid meeting date, to proceed to do the work otherwise, withdraw this tender, not award the work, or not award a portion of work at any time.
- 1.11.2 The receipt of bids shall not in any way, obligate the Authority to enter into a **Consultancy Agreement**, or any other agreement of any kind with the Bidder. All submitted copies of the bids shall become the property of Authority.
- 1.11.3 The bid will be rejected for award if it determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the project in question.
- 1.11.4 A Bidder will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a project if Authority at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, a project; and
- 1.11.5 A Bidder may be declared ineligible and/or blacklisted from further bidding with Authority for a period as deemed fit by Authority, in case any misrepresentation of facts / details is found in the bid as submitted by them at any point of time.

1.12 Liquidated Damages and Penalties

- 1.12.1 **Liquidated Damages for delay:** In case of delay in submission of any deliverable, liquidated damages not exceeding an amount equal to **0.1% (zero-point one percent)** of the Consultancy Fee per day, subject to a maximum of **2.5% (two-point five percent)** of the Consultancy Fee will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted, without any penalty, on written request justifying the cause of such act.
- 1.12.2 **Encashment and appropriation of Performance Security:** The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.
- 1.12.3 **Penalty for deficiency in Services:** In addition to the liquidated damages not amounting to penalty, as specified in this Clause, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. If major deficiency of significant nature in the services is observed, an additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of Authority will be final binding.

1.13 Documents prepared by the Consultant to be the property of the Authority

- 1.13.1 All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "**documents and materials**") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to

Authority upon request of the Competent Officer or upon the termination of the Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of Authority, and to the extent permitted by law, shall become the property of the Authority. Consultant may retain copies thereof for its files and internal use. Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first got approved by Authority.

2. Terms of Reference

2.1 Background

The Broad objective of The Samaja is to engage PMC for carrying out its various Civil construction and Printing Press setup work at different locations across Odisha, provide end to end services from planning to commissioning of project and hand over to the authority by ensuring proper quality, quantity, adopting latest technologies, with economy, day to day monitoring, ensuring proper QC checks and delivering within desired timelines in compliance to applicable norms / regulations set out by relevant authority. So to engage the services of Project Management Consultant having expertise in planning, designing, execution, day to day implementation and supervision for various works allotted to PMC during the tenure to achieve following objectives:

- Provide services as a Project Management PMC for carrying out civil works, day to day supervision, documentation, testing and commissioning of the project in conformity to cost, quality, quantity and within desired timelines in compliance to applicable legislations and terms of contract.
- Support during project execution till operation of project in respect of monitoring, supervision, implementation, execution, measuring & recording all the works.
- Ensure that high quality construction is achieved, and all works are executed in full compliance with the engineering design, technical specifications, and other stipulations of the contract documents and within the specified time.
- Pre and post construction approvals from local authorities and statutory bodies.

2.2 Project Details :

While the objective of Authority is to empanel / appoint PMC for various civil Construction, Electrification and Industrial Setup works.

Since the project involves Technicalities and the project is required to be carried out by ensuring deliverables in terms of appropriate qualities, quantities, completing the work within timelines with economy in compliance to applicable legislations, rules, circulars and ensuring necessary day-to-day documentations. It is decided to engage / appoint Project Management Consultant on rate contract basis for various Civil Construction, Civil Repair, PH and Sanitary & Electrification Works on rate Contract and result oriented basis.

Tender for Selection of a PMC for providing PMC Services for various projects of The Samaja

Parameter	Details
Location	<p>Various Civil construction with PH works, Civil Repair works, Electrification works (Both 3Phase and Single Phase) Interior and new construction proposed to be carried out at different centers of The Samaja within the State of Odisha as per the drawing and designs.</p> <ol style="list-style-type: none"> 1. Bhubaneswar: Printing Press and Godown at Mancheswar Industrial Estate 2. Balasore: Printing Press and Godown at Somenathpur Industrial Estate, 3. Cuttack: Roof Sheet Repairing works & New construction at The Samaja, Buxibazar, Cuttack 4. Sambalpur: Roof Sheet repairing work of Godown at Bareipalli IE, Sambalpur 5. Berhampur: Utkalmani Bhawan, Madhabpur, Berhampur
Estimated Project Cost (Approximately)	<p>Bhubaneswar Project: Rs.2.60 Crore Balasore Project: Rs.1.93 Crore Cuttack: Rs.28 Lakhs Sambalpur: Rs.13 Lakhs Berhampur: Rs.1.20 Crore Total: Rs.6.14 Crore</p>
Tenure of Consultancy period	12 months

2.3 Scope of Work

Presently the Authority needs to carry out the pending Civil, PH, Sewerage, Site Development, Electrical wiring, Machine Installation etc. and thereafter subject to availability of funds, the Authority may extend the services of PMC on same terms for other upcoming projects.

The broad scope of work would include day to day project supervision during the project implementation, support during project execution till operation of project in respect of monitoring, supervision, implementation, execution, measuring & recording all the works, execution of work as being correctly interpreted and implemented as per the design of the Architect cum Consultant in close coordination with the Authority, Contractors, various agencies and other stakeholders.

PMC shall provide overall end to end Project Management Services for various projects such as:-

- i. Construction of Pending Civil Works such as Flooring, Approach Road, PH and Sanitary.
- ii. Construction Roads, paver block path, drainages, channels, culverts, walkways.
- iii. Conducting onsite testing of materials or cause to carry out necessary quality tests in Government Laboratories or Govt. approved Laboratories in line with Notifications, rules and regulations.
- iv. Such other civil construction activities relating to civil construction works.
- v. Purchase and Installation of DG set, Transformer, Cable Laying, Panel Boards etc.
- vi. Electrical Wiring of complete building.

Above described scope of work shall include but not limited to the following:

- a. Establish Project Management System and Procedures
- b. Planning & Scheduling Control and monitoring
- c. Cost Control
- d. Quality control and documentation.
- e. Project Documentations.

The detailed scope of work is as under:

IMPLEMENTATION MECHANISM

The PMC will be the main interface between the Employer and contractor. The PMC shall be responsible for effectively leading and taking initiative to manage, execute and implement the project assigned by The Samaja. PMC will be responsible in advising, assisting and acting on behalf of the Employer, for the effective management of the Project. The PMC would be responsible for effecting Project completion within agreed timeline and cost frame. The quality of Project Management should be of the standard expected under the Project Agreement. The scope of the PMC services shall also involve design services in a limited extent and providing with certain human resource and support for the PIU's functioning, as detailed hereinafter. Overall the scope of the PMC services shall be as indicated herein but not limited thereto.

2.3.1 PRE-CONSTRUCTION STAGE OF PROJECT:

- ✓ To carry out Survey, conduct necessary tests, prepare Detailed Project Report (DPR) , designs, design reviews, feasibility reports observing the best engineering practices in compliance to IRC publications, Indian Bureau of Standards, rules of Govt of Odisha and any other developed countries standards shall be followed in the order of appearance here above. When a set of standards is followed for design, the review shall normally follow that set of standards. Design / design review and DPRs shall have to cater to site requirements, construction amenability.
- ✓ Assist in the review process of DPRs of works and advice The Samaja on actions required on review done.
- ✓ Acquaint with all the work done and reports / documents prepared for this project.
- ✓ Documenting, on soft and hard media, work done and expenditure made prior to PMC placement for ready reckoning for future recourse e.g. implementation completion reports.
- ✓ Site-readiness for the civil works.
- ✓ Study user perception report for works and take follow up actions for removing implementable design gaps, enhancing implementable design features and choking out needs for users satisfaction surveys.
- ✓ Acquaint with baseline surveys and reports in respect of demonstration corridor.
- ✓ Carry out / assist The Samaja for other activities required for preparation of project.
- ✓ Preparing Estimates, Abstract sheets, tender documents and assist in floating online tenders for works.
- ✓ Establishing on-site laboratories for conducting quality checks or tests and or cause to get the materials tested through Govt Laboratories or Govt approved laborites.

2.3.2 Execution / Implementation /Monitoring of work

- i. The PMC shall plan and monitor Project Activity Schedule.
- ii. The PMC shall review the overall Project Schedules / network, identify critical path through discussion with Contractor(s), set priority activities and target dates for completion of sub-activities, etc. and the timely completion of the Project.
- iii. Following Registers should be maintained along with other registers required as per necessity at the site
 - ✓ Site visit Register
 - ✓ Drawing Register
 - ✓ Tender's Technical & Financial Bid
 - ✓ Material Consumption Register
 - ✓ Measurement Register
 - ✓ Tests / Quality control Register
- iv. The PMC shall continuously supervise and monitor the works on daily basis such that the execution is as per prudent practices and in conformity with quality, good workmanship, line, levels etc.
- v. The PMC shall undertake the work after due understanding all Drawings, should follow in totality the note written in the structural drawing. In case if there is any increase/discrepancy in tendered

- quantity, it should be immediately informed to Authority as well as to Engineer for taking written permission
- vi. The PMC shall provide working / construction drawings and details for proper execution of work during construction in accordance with concept and detailed designs.
 - vii. The PMC shall supervise thoroughly and get the work implemented with structural soundness & operational effectiveness of the works by the Contractor.
 - viii. The PMC should check the specification of all the building materials and ensure that the same are as per specifications of work only.
 - ix. The PMC shall verify the contractor's site measurements, bills, and issue appropriate payment certificate along with taking and recording MB (Measurement Book) on a day-to-day basis at site.
 - x. The PMC shall organize and supervise the testing along with preparation / compilation of various test reports of Contractor and commissioning of services and systems as per statutory provisions.
 - xi. The PMC shall prepare cash flow charts and update budget estimate as per actual execution and keep Authority informed on all the changes prior to implementation & execution of works if any.
 - xii. Monitor the variations and deviations from the original designs, concept and work order and keep the Authority informed including obtaining prior approvals from the Authority whenever required with submission of Excess / Saving Statements.
 - xiii. The PMC shall ensure that there are no deviations in tender / detailed designs and drawings. Further no additional works / items of execution are to be released without prior approval from the Authority. Any deviation whether involving financial implications must be only with prior written approval of the Authority.
 - xiv. The PMC shall undertake cost control of the project considering resource mobilization and resource levelling, analysis of project records; identification of present conditions; forecasting requirements for completion; preparation of incremental and cumulative costs records.
 - xv. The PMC shall review and finalize Quality Control Manual and construction safety manual to be prepared by the Contractor(s).
 - xvi. To Establish or cause to establish on site laboratories for conducting quality control checks or tests and or cause to get the materials tested through Govt Laboratories or Govt approved laborites as under its supervision.
 - xvii. The PMC shall prepare cash flow charts and update budget estimate as per actual execution and keep Authority informed on all the changes prior to implementation & execution of works if any.
 - xviii. The PMC shall review and update the networks and Project schedules regularly and take/ initiate pro-active actions to avoid delays and ensuring timely completion of the Project and also suggest remedial actions to make up for delays. The PMC shall develop Project Information system for highlighting slippage and hold up the Contractor(s) for management, action and control.
 - xix. The PMC shall supervise quality control, commissioning procedures and assist Authority in issuing quality certificates and other satisfactory completion of works / milestones, establishment of quality control lab at site.
 - xx. All the necessary Quality Control tests shall be carried out or cause to be carried out by the Contractor(s) under the supervision and as per Instructions of the PMC and the test results shall be duly verified and endorsed by the PMC before recommending the same to the Authority.
 - xxi. The PMC shall address issues relating to specific site conditions, design modifications; review matters related to supervision of safety and environment management measures by Contractor(s) for the Project
 - xxii. While execution of the Project, in case of technical issues where execution drawings are found not to be suitable / erroneous, the PMC shall come out with suitable engineering solutions through

discussions with the Contractor(s), Authority and co-ordinate for issuance of appropriate changes / revisions and monitor the execution of the same incorporating the changes into the original plan with supporting drawings.

- xxiii. In an event of any doubt or discrepancy found in allotted drawing / design, the PMC shall submit the clear alternate solution supported by technical justification to the Authority.
- xxiv. Except with written approval of Authority, PMC will not allow excess in execution of items where quoted rate is higher than the estimated rate & saving in execution of items where quoted rate is below estimated rate.

2.3.2 Deputation of resources and setting up of site office

i. The following resources shall be deployed full time to the site:

Details	Minimum Experience	Minimum Qualifications
1 nos (for Construction works)	One resource with minimum experience of 10 years and second resource with minimum experience of 7 years in similar works	B.E. / B. Tech in Civil Engineering
1 no. (for Construction works)	One of three resources should have a minimum experience of 15 years in similar works. The other two resources should have a minimum experience of at least 7 years .	Diploma (Civil)
1 no. (for MEP works)	7 years of relevant experience.	B.E. / B. Tech (Mechanical or Electrical or equivalent engineer)

- ii. The PMC may be required to depute additional resources (intermittent or full-time basis), beyond those mentioned in this tender, depending on the requirement of the project and instructions from the Authority from time to time. No additional payments for the same shall be made by the Authority, over and above, that quoted by the PMC in its financial bid and Accepted by the Authority. The Bidder is expected to make provisions for all such aspects while quoting its financial bid.
- iii. The PMC shall mandatorily establish separate fully equipped local site office within 15 km radius of site.

2.3.3 Post Execution Stage (Including Commissioning & Handing Over Project to The Samaja)

- i. PMC shall obtain integrated **as-built drawing**, incorporating the details of various works actually executed.
- ii. PMC shall issue quality certificate (to ensure compliance with the technical specifications and contract requirements) for the works being carried by the Contractor(s).
- iii. PMC shall obtain guarantee certificate, defect liability certificates / guarantee, maintenance manuals from specialist agencies and compile them in easily understandable for future reference.
- iv. PMC shall prepare an integrated housekeeping or operation and maintenance manual for proper upkeep of the premises.

- v. PMC shall assist Authority to appoint suitable agencies for operation, maintenance and housekeeping if required.
- vi. PMC shall assist Authority in settlement of agencies accounts
- vii. PMC shall verify delivery challans, verify and certify for accuracy in terms of quality, quantity, rates and confirming delivery of materials by Contractor and certify such bills for its correctness and thereafter forward the invoices along with necessary documents such as delivery challans, test certificates, work completion certificates to employer for processing payments.

2.3.4 Reporting

- i. The PMC shall monitor the Project (both physical & financial) during entire Project duration and shall submit monthly reports, as required by Authority.
- ii. The PMC shall submit specific reports including excess / saving statement and statement of extra items with recommendation of reasonability of rates.
- iii. The PMC shall produce one Master Overall schedule and report overall progress every month. The PMC shall prepare detailed discipline wise schedules for setting out targets; coordinate and on request by authority in work progress presentations / discussions as may be required.
- iv. The PMC shall be required to provide status of monthly (or at an interval as specified by the Authority) progress report, in the form of a presentation and report.

2.3.5 Other Conditions

- i. The PMC shall be fully responsible for the implementation of the detailed design, day to day supervision, recording of all measurements, inspection and evaluation of the work entrusted to Architect and Contractor.
- ii. The PMC shall not assign, sub-let or transfer their interest under this assignment.
- iii. Drawing, plans and specification are the property and ownership of the Authority, irrespective of whether the work has been executed or not.
- iv. The PMC should indemnify & safeguard the interest of Authority during the course of implementation of projects, prior & post execution stages, including settlement of claims & arbitration matters, if any.
- v. If the works gets stopped due to local site issues or encroachments, the PMC shall inform the respective departments and ensure regular follow-up until the works are resumed.
- vi. The PMC shall coordinate the activities such as site take over, discussion with Authority and the Contractor(s), review Contractor's work schedule, work plan and implementation schedule as per the Agreement, review of master list of equipment's and materials, review of master list of personnel, review of the Contractor's insurance policy, making arrangements for items like site office, laboratories etc.

2.3.6 Coordination related

- i. Interact with Architect, Contractor & Other Consultants for seamless coordination towards the flow of information and verification of actual site conditions in relation to the drawings issued.
- ii. Coordinate with all stakeholders on a daily basis to ensure that the progress of the works is in a systematic, synchronized and time bound manner.
- iii. The PMC shall interact regularly with the Authority on all matters related to execution and submit weekly progress reports, status of cost and other details as necessary etc.

- iv. The Authority shall be communicated for all changes, decisions, etc. in writing well in advance and only after the prior written approval on the same should they be executed.
- v. The PMC shall conduct regular site meetings to resolve any bottlenecks and land use issues (if any). In case the work is held up for a week, the PMC should report to the Authority's Head Office in person and coordinate to resolve the issue at the earliest. A Senior Engineer should be deputed to resolve the issue till work commences as per the schedule.

Note: It is further clarified that the above stated scope of work has tried to cover the scope of work as anticipated by the Authority. Bidders are advised to examine the tender in detail to understand the exact scope of work that is required to be undertaken over and above the scope as mentioned in this tender.

2.4 Schedule of Fees & Timelines

- 2.4.1 The Samaja shall pay to the PMC, the Consultancy fees as agreed in Schedule B, to be paid in phases as mentioned in schedule B-1, towards services provided under this agreement, subject to deduction of applicable tax at source in accordance with the provisions under the law and upon complying with agreed terms mentioned hereto.
- 2.4.2 PMC shall raise invoices in phases as per schedule B-1 and submit to The Samaja. The bills shall be raised as per the stages / schedules mentioned in Schedule B-1, upon submission of bills and documents showing completion of work of particular stage.
- 2.4.3 For the services provided, the PMC shall raise the bill / invoice along with necessary supportings, where ever required, and submit the originals to The Samaja. The Samaja shall verify these bills in accordance with agreed terms and if, upon verification any discrepancy is found in the bills / invoices or found incorrect or inappropriate, the same shall be returned back to PMC for necessary rectifications / revisions. Thereafter PMC after addressing the concern shall submit revised bill / invoice to The Samaja. The Samaja shall verify the bills / invoice and thereafter within a period of 30 days the payments of such bills shall be released.
- 2.4.4 Tax payable under Goods and Services Tax shall be charged extra as applicable and will show separately in the Invoice. PMC shall raise the invoice in approved formats clearly disclosing all the statutory informations as required under the law and enabling The Samaja / AUTHORITY to claim credits. PMCs shall furnish necessary relevant documents evidencing proof of deposit of taxes with Government authority.
- 2.4.5 PMC shall regularly pay all statutory outgoings / contributions arising out of said contract including but not limited to contributions towards Provident fund, Pension, ESI, Gratuity and such other statutory dues of its employees deployed within Business premises.
- 2.4.6 All the payments to PMC shall be subject to observance of agreed terms as well as statutory compliances under applicable laws and regularly producing proof of compliances thereof along with the Invoices to The Samaja / AUTHORITY.
- 2.4.7 All the Liabilities (save and except those categorically agreed by The Samaja) arising in connection to the present agreement/transactions thereof, whether contractual or statutory shall be sole responsibility of the PMC.

Sr. No.	Activities & Submission Stages	Percentage of Payment*	Timelines (cumulative)
1	Implementation Stage	20% of the total payment in part wise manner four times. The payments shall be made according and proportionate to the progress of work	Implementation Stage
2	On Completion of the work	10% of total payment	On Completion of the work
3	After release of Total security deposit to Contractors	10% of total payment	After release of Total security deposit to Contractors

Important Note: 5% retention money from each bill shall be deducted and released back as per the Tender Conditions. The Authority shall endeavor in releasing the Retention Money and Performance Guarantee within 30 days following the release of final payment to the consultants, in case no pending dues are there.

2.5 ACCOMODATION / TRANSPORATIONS / FOOD AND OTHER MISC FACILITIES.

All accommodations, transportations, food and canteen facilities shall be arranged by PMC in accordance with the laws, for themselves, guests, visiting faculties, representatives invited in any or its staff. The Authority shall not be under obligation to provide any of above referred facilities to any of the staff / contract labour engaged by PMC, nor PMC will be entitled for any reimbursements / claims under these heads.

2.6 TERM & TERMINATION

2.6.1 TERM

The tenure shall be effective with effect from date of agreement and shall be valid for a period of two years. The term of this contract may further be extended for such period and on such terms as the parties may mutually decide. This Contract shall come to an end upon the expiry of its Term and/or the renewal period thereof.

2.6.2 TERMINATION

- a. If either Party ("Defaulting Party") is in breach of any of the terms, conditions and covenants of this tender terms or Agreement, the other Party ("Non Defaulting Party") shall give to the Defaulting Party a written notice of 30 days to remedy the breach. If the Defaulting Party is unable to remedy the breach then the Non Defaulting Party shall be entitled to terminate this Contract by giving 60 days' notice in writing to the Defaulting Party.
- b. This Contract may be terminate at any time by the mutual consent of the Parties.
- c. Notwithstanding the above said, The Samaja shall have the right to terminate this Contract forthwith in case of happening or occurrence of the following events:
- d. In case of individual or sole proprietorship concern, on the death of the individual or sole proprietor.

- e. In case of Partnership firm, a change in the constitution of the firm by death dissolution, taking in a new partner or dispute among partners inter-se or otherwise change in the structure, constitution, control and management of the firm, with or without notice to the Company.
- f. In case of a Company, any change in the structure, constitution, control and management of the company or if a petition for winding up is presented in any Court against PMC or a resolution is passed to wind-up the business of PMC.
- g. In case of any change in the constitution of the PMC for any reasons whatsoever.
- h. Insolvency of PMC or if the audited financial results of the business of PMC disclose that the total liabilities of the business of PMC exceed all its assets.
- i. Prosecution for any offence of directors/partners/ proprietor of PMC or of PMC.
- j. If PMC enters into an arrangement or composition with its creditor(s) or if a Receiver of PMC's property or any part thereof, is appointed.
- k. If PMC makes false claim/s towards refunds, credits, warranty, claims, representation, declaration or submits false financial information/reports or any other data including but not limited to the Services, reports or maintenance required by The Samaja / AUTHORITY or if the PMC fails to make full and correct disclosure of current financial position or status of the business or other pertinent details at the time of appointment or failing to intimate The Samaja particulars of any change in the status, constitution, management of the PMC.
- l. Failure of PMC to obtain or maintain any license or the suspension or revocation of any license necessary for the conduct of the business of PMC pursuant to this Agreement.
- m. If PMC commits any violation of any laws, rules or regulations of the land.
- n. If the appointment or continuance of PMC under this Agreement is likely, in the sole opinion of The Samaja to result in loss of goodwill or reputation of The Samaja.
- o. If The Samaja loses the trust and confidence in PMC due to any of its commissions or omissions.
- p. If PMC its agents, associates, workers or employees commits any misconduct, lacking in good faith, fraud, cheating, theft, misappropriation and the like.
- q. In the event of any lawful authority ordering The Samaja to terminate this Agreement.
- r. In the event of the failure of the PMC to render effective, equitable and adequate services or failure to carry out any stipulation contained in this Agreement for 7 days after being required in writing to do so by The Samaja.

2.6.4 CONSEQUENCES OF TERMINATION

- i. In the event termination of this contract in any manner whatsoever, the following shall be the consequences:
- ii. All the rights of the PMC under this contract shall cease and The Samaja shall not be liable in any manner for any damages or claims of any nature, whatsoever, or payment of compensation by reason of cancellation or termination for any reason, whatsoever.

- iii. PMC shall forthwith remove all its employee/ personnel and equipment, if any, from the "Business Premises".
- iv. Cancellation, termination, or expiration of this contract shall not relieve or release either Party from making payments which may be owing to the other party under the terms of the Contract.
- v. PMC shall, within 30 days of the termination, expiry, or early determination of this Contract at its own expense, diligently return to The Samaja all materials, plans, patterns, equipment tools, documentation, and all Confidential Information to The Samaja together with any copies thereof which may have been provided by The Samaja to the PMC for providing Services under this agreement. Failure to comply with this clause shall render the PMC liable to pay a token liquidated damages of Rs.1000/- per day for each day of default/ failure to The Samaja on demand, without prejudice to The Samaja's other rights and remedies under the law.

3 DAMAGES & PENALTIES

The Samaja at its sole discretion, be entitled to deduct and recover from the PMC ;

- i. An amount equal to the loss sustained by The Samaja out of negligence, theft, any acts of commission or omission, unpaid amounts towards their employees, agents and representatives or for breach of obligations stipulated herein and not covered under the contract and shall be in addition to the damages specified elsewhere. The parties hereto agree that the assessment of such loss / damages to The Samaja shall be carried out solely by The Samaja and shall be binding upon PMC.
- ii. An amount equal to Penalties, claims , expenses incurred by The Samaja arising out disputes involving present contract / agreement or any non-compliances, claims raised by employees /workmen of PMC.

4 ARBITRATION

All disputes and differences between the parties hereto in respect of this contract shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 2015 or any statutory modification or re-enactment thereof and to be conducted by sole arbitrator to be appointed by Authority. The seat of the Arbitration shall be in the city of Cuttack (Odisha) and the courts at Cuttack only shall have jurisdiction in relation thereto. The award made by arbitrator shall be binding on the parties hereto. The proceedings and communications whether written or oral, of arbitration shall be in the English language.

5 JURISDICTION

Courts at Cuttack shall have the exclusive jurisdiction to resolve any dispute or differences arising out of or in connection with this agreement.

6. SERVERANCE

If any clause, provision, covenant or condition herein shall be determined to be void or unenforceable or in any way contrary to law, such determination shall have no effect upon any other clause, covenant or condition of this tender,, all of which shall continue in full force and effect and to this extent only the provisions of this tender shall be severable.

7 WAIVER

Failure of either Party, at any time, to demand strict performance by the other of any of the provisions of this Agreement shall not be construed as a continuing waiver or relinquishment and either party may, at any time, demand strict and complete performance by the other of the said provisions.

8 RELATIONSHIP OF PARTIES

The Agreement between the Parties is on a Principal to Principal basis and shall be construed as such at all times during the term of the Agreement and also after its expiry. The PMC is an independent Party and not an agent / contractor and / or employee of the The Samaja / AUTHORITY nor holds itself out as such.

9. COMPLIANCES

The PMCs shall be solely responsible for complying with provision of the contract labour (Regulation & Abolition) Act 1970 and rules there under and other enactment that may be applicable or any other applicable legislation and the municipal by laws or other statutory Rules and Regulation whatsoever is in force, in so far as these are applicable from time to time. The PMC must obtain licence for himself/ his firm under the PMC labour Regulation & abolition) Act 1970 and shall have a provident Fund & ESIC code number and make regular remittances and file annual returns with respect to its personnel.

Services provider will adhere to minimum wages as amended from time to time by Govt of Odisha for payment of salary of its staff.

The PMC shall cover his personnel under the Group Personnel Accident insurance Scheme or any other such insurance scheme under which the liability under workmen's compensation Act 1923 is covered. Further the PMC is required to give an undertaking for payment of compensation under the workmen's compensation ACT 1923 in respect of his employee in case the personnel meets with an accident during the course of his employment.

The PMC shall also comply with all others Acts and Rules which are applicable to him or made applicable to him in future and shall maintain all such records etc., as regard under these Acts and Rules.

The PMC shall observe all rules, regulation by laws and direction issued from time to time by the local authorities and procure necessary license if any, required for running the pantry.

Limitation of liability

Subject to terms agreed hereto, it is agreed that Siemens shall not be liable to pay damages for loss of profit, loss of revenues, loss of power, loss of use or loss of anticipated savings.

10 ASSIGNMENT AND SUB CONTRACTING

The rights and obligations of the PMC assigned hereunder are specific to the PMC and the PMC shall not, without The Samaja / AUTHORITY's prior written consent, assign, change or otherwise transfer, delegate or share any provision of this Agreement to any third party whatsoever. Further, the PMC shall not sub contract this Agreement without prior written permission of The Samaja

11 FORCE MAJEURE

Neither Party to this contract will be liable for breach of this Agreement to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, strike, lock-out or other labour problems, accident, riots, Acts of God or other events beyond the reach of the Party. Either Party shall have the option to put an end to this Agreement forthwith if such force majeure event continues for more than one month.

12 Representation & Warranties

The PMC represents and warrants that:

- i. It has expertise and experience in providing services from planning to commissioning of civil works such as planning, designing, estimate preparations, tendering, implementation and execution of project, conducting quality control tests for civil and construction works.
- ii. It is authorized and empowered to enter into this contract and perform and fulfil the obligations and terms and conditions herein.
- iii. It shall notify The Samaja promptly in the event of or upon obtaining knowledge of any third party action, which will or may result in any change in the ownership or control of the PMC.
- iv. It shall pay all taxes and statutory levies promptly and regularly.
- v. Failure of any representation and warranty made herein shall entitle the The Samaja to terminate this Contract forthwith and claim damages as appropriate under law or equity, in addition to those specified in this contract.
- vi. The representations and warranties shall survive the termination of this Agreement.

13. Technical Bid Forms

7.1 Technical Submission Checklist

Bids must be accompanied with the following documents:

Sr. No.	Enclosures to the Bid	Status (Submitted / Not Submitted)	Page Number
Envelope 1			
1.	Bid Processing Fee & Earnest Money Deposit		
Envelope 2			
2.	Technical Bid Submission Form (As per Form 1)		
3.	Power of Attorney for Authorized Representative (As per Form 2)		
4.	Financial Summary of the Bidder (As per the Form 3)		
5.	Audited Balance Sheet, Profit and Loss Statements and Annual Reports		
6.	Letter of Undertaking (As per Form 4)		
7.	A copy of Registration / Incorporation certificate of Bidder		
8.	A copy of PAN of Firm		
9.	A copy of Tax Registrations of Bidder		
10.	Experience details of the Bidder (As per Form 5)		
11.	Team Profile and CV (As per Form 6 and 7)		
12.	Scanned copy of the documents in a Pen drive		

Form 1: Technical Bid Submission Form

(on the letterhead of the Bidder)

Date:

To,
The General Manager
The Samaja, Gopabandhu Bhawan
Buxibazar, Cuttack – 753001
Odisha

Subject: Submission of Bid for providing PMC Services for Civil, PH & Santiary, Electrical Works at different Projects of The Samaja

Sir,

1. We, the undersigned, offer to provide the consultancy services for the captioned project in accordance with your Request for Proposal dated _____, and our Bid. We are hereby submitting our Bid which includes this Technical Bid sealed under an envelope.
2. This Bid and the LOA issued by the **Authority** in lieu of its acceptance shall form part of the Agreement to be signed between the Preferred Bidder (the “**Consultant**”) and the Authority. If a Bidder is nominated as Preferred Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter and that any circumstance affecting our continued eligibility as per tender or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.
3. We undertake, if our Bid is accepted, to complete the Project within in the stipulated time.
4. We agree to abide by this Bid for a period of 180 (one hundred and eighty) days from the Bid Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. In the event of our Bid being accepted, we agree to enter into a formal Agreement with the **Authority**, incorporating the conditions of the Bid including the addendum, if issued.
6. We agree that if we fail to fulfil any of the conditions mentioned at tender (or any subsequent modification / addendum / corrigendum), **Authority** has the right to forfeit the Bid Security being furnished by us along with this Bid.

7. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.
8. We understand that **Authority** is not bound to accept any or all Bids it may receive.
9. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Consultant.
10. We do also certify that all the statements made and / or any information provided in our Bid are true and correct and complete in all aspects.
11. We declare that in the event that **Authority** discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.
12. If negotiations are held during the period of validity of the Bid, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from negotiations.
13. We understand you are not bound to accept any Bid you receive.
14. Our organization details are as follows:

S. No	Particulars	Details
1.	Basic Information of Bidder	
a)	Name of Firm	
b)	Country of incorporation	
c)	Address of the corporate headquarters and its branch office(s), if any, in India	
d)	Registered Offices Odisha , if yes, provide details and proof	
e)	Date of incorporation and / or commencement of business	
f)	Bidder is a Proprietor/ Private / Public Limited Company or Partnership Firm (including LLP) or Expert Institution Please give details & enclose relevant papers /	
g)	Details of Income Tax Registration (Enclose PAN / GST Details)	
h)	Ownership of the Organization (List of stakeholders / members who own 10% or more stocks & their interest in the company)	1. 2. 3.
i)	List of Current Directors/ Partners	
j)	Other key management personnel	

Tender for Selection of a PMC for providing PMC Services for various projects of The Samaja

S. No	Particulars	Details
2.	Brief description of the Company including details of its main lines of business.	
3.	Details of individual (s) who will serve as the point of contact/ communication within the Company: (a) Name (b) Designation (c) Address (d) Telephone Number / Mobile (e) E-Mail Address	

Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm: Address:

Form 2: Format for Power of Attorney for Authorised Representative

(on requisite stamp paper)

Know all men by these presents, We, [**name of organization and address of the registered office**] do hereby constitute, nominate, appoint and authorise Mr / Ms [**name**], son/ daughter/ wife of [**name**], and presently residing at [**address**], who is presently employed with/ retained by us and holding the position of [**designation**] as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”), with power to sub-delegate to any person, 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 Bid for and selection as Consultant for [**name of Project**], by the **Authority** 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 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 until the entering into of the Consultancy Agreement with the Authority.

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

IN WITNESS WHEREOF WE, [**name of organization**], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [**date in words**] DAY OF [**month**] [**year in “YYYY” format**].

For [name and registered address of organization] [Signature]

[Name] [Designation] Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness] Accepted

[Signature]

[Name] [Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Form 3: Format for Financial Summary of the Bidder

(On the letterhead of the Chartered Accountant or Statutory Auditor)

Average Annual Turnover of the Bidder (from Consultancy Services)

S. No	Financial Year	Standalone Revenue from Consultancy Services (INR)
1.	FY_____	
2.	FY_____	
3.	FY_____	
	[Average Annual Turnover]	[indicate sum of above divided by 3]

Note: Bidders are required to provide data for last three years ending 31st March 2022 / 2023 / 2024. Audited Balance Sheets are also required to be submitted for the same.

Unique Document Identification Number (UDIN):

Signature:

Name of the Statutory Auditor

Membership no

Designation

Name of the Audit Firm

FRN

(Seal of the firm)

Date

Note:

1. The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
2. The Document as furnished above shall be verified online through the UDIN and the Balance Sheets. Bidders are advised to ensure that the details as per this form are reproduced online accurately.

Form 4: Format for Letter of Undertaking

(on the letterhead of the Bidder)

Date:

To,
The General Manager
The Samaja, Gopabandhu Bhawan
Buxibazar, Cuttack – 753001
Odisha

Subject: Submission of Bid for providing PMC Services for Civil, PH & Sanitary, Electrical Works at different Projects of The Samaja

Sir,

With reference to this tender, I/We confirm the following:

1. **Declaration for Not Blacklisted:** I/We hereby confirm that our firm has not been banned or blacklisted by any government organisation / Financial institution / Court / Public Sector Unit / Central Government / State Government as on the Bid submission Date.

We also undertake that in case of banning or blacklisting of our firm / PMC, by any government organisation / Financial institution / Court / Public sector Unit / Central Government / State Government after bid submission date but on or before the Bid Due Date, our bids will not be entertained for evaluation.

2. **Indemnity Undertaking:**

- a. I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of our firm will abide by all the rules, regulations, guidelines, and procedures.

- b. I / We also declare that our firm will be responsible for any safety violations / accident etc. in providing services as per the conditions of the Agreement. Authority will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I / we hereby declare that I am / we are sole responsible on behalf of the firm for giving such declaration.

3. **Anti-Collusion Certificate:** I / We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or PMC in connection with this Bid.

4. **History of Litigation:** I / We hereby provide details / Information on any history of litigation or arbitration resulting from contracts in last five years or currently under execution / operation, which may have an impact on providing services under this tender

Year	Award for / or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

Dated this _____ Day of _____, 2025

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

Form 5: Format for Showcasing Experience

A. Summary Sheet

	Name & location of the project	Date of Completion	Project Cost	Client
1.				
2.				
3.				
4.				
5.				

Note: Add rows as required

Project Profile Sheet (each project to have a separate sheet)

1.	Name of the project and location	
2.	Project start and end date	
3.	Broad Scope	
4.	Project Cost	
5.	Client	
6.	Resources deputed on site for day-to-day project supervision	

Note: Each project profile has to be duly supported by documentary evidence from the client's side like Work Order, Agreement and Completion Certificate. Bidders are advised to highlight relevant sections of the documentary evidence for quick reference of the Authority. Projects without evidence may be rejected. Only eligible projects (as per terms & conditions as provided in tender) shall be considered for marking.

Form 6: Team Profile

Key Personnel

S. No.	Name	Position	Task
1		Team Leader cum Project Manager	
2		Civil Engineer	
3		Structural Engineer	
4		Electrical Engineer	
5		Mechanical Engineer	

Note: Add rows as required

Technical Support Staff

S. No.	Name	Position	Task
1			
2			
3			
4			
5			

Note: Add rows as required

Form 7: Format for CV of Key Personnel

1. Proposed Position:
2. Name of Staff:
3. Relationship with the Bidder: Clearly mention if the resource is on Payroll basis or Retainership basis or provides intermittent project wise inputs to the bidder.
4. Years with Bidding Party (applying for the said project):
5. Years of Experience (as on date):
6. Qualifications (Include details in a chronological order, latest first)
7. Countries of work experience:
8. Date of Birth:
9. Nationality:
10. Languages known indicate proficiency levels for reading, writing and speaking
11. Membership of Professional Associations:
12. Employment Record (Include details in a chronological order, latest first)
13. Experience (Include details in a chronological order, latest first)

Duration	Name of the Organization	Name of the Project	Key Roles

Highlight projects which are most relevant to the current Project Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

SCHEDULE B

FINANCIAL BID FOR PROJECT MANAGEMENT CONSULTANCY SERVICES (CIVIL)

Memorandum showing Financial Bid / Consideration payable Per Project towards Project Management Consultancy Services (Civil Works) The Samaja, Bhubaneswar, Balasore, Cuttack, Sambalpur & Berhampur.		
<p>Name of Work : - Providing end-to-end Project Management Consultancy services ensuring proper quality, quantity, economy and completing the project within timelines. The services shall broadly include but not limited to-</p> <p>a) Planning, survey drawing, preparing DPR's, Estimates b) Tender preparations, Assit in Engaging Contractors Suppliers, sourcing proper quality materials, c) Pre and post construction approvals from local authorities and statutory bodies, if any. d) Co-ordinating with suppliers / contractors & day-to-day supervision & Management of Work. e) Ensuring necessary tests, proper documentations, maintaining records and registers. f) Bill Verification, certifications relating to the project work. g) Completion of Work in timelines, commissioning and handing over the project to Employer as per terms.</p>		
CONSULTANCY FEES PER PROJECT		
Sr No	Description	Fee Rate (in %)
1	<p>Consultancy Fees per Project for providing Project Management Consultancy Services (Civil Works) to Tata Industrial Complex/ The Samaja, Gopabandhu Bhawan, Cuttack.</p> <p><i>(Final Project Cost = Invoice Value of Goods, Labour Charges and Testing Charges (Excluding GST) Incurred for Project Cost).</i></p>	
<p><u>Note to Tender Rates</u></p> <ol style="list-style-type: none"> 1. Consultancy Fees shall be evaluated on Final Project Cost, considering total invoice value (excluding GST) of Goods purchased for project and amounts paid towards Labour Cost, charges paid, as certified by PMC. 2. The amount is inclusive of Labour Cess. The Contractor needs to comply with directives as per regulations. 3. The amount is Inclusive of Tax Deducted at Source under Income Tax. 4. The Amount is exclusive of GST and to be charged in invoice as per applicable rates and legislation under Goods / Service Tax Act 2017 5. The Negotiated / agreed Consultancy fees amount shall be paid / payable in phased manner as per payment break up schedule- B1 provided herein under. 6. The Amount payable shall be subject to deduction of Performance security deposit and shall be governed as per terms of Contract. 		
In Words Rupees :		
Put to Tender Amount		

Continuation of Schedule B

I/We, undersigned bidder, am/are willing to carry out the project work @ _____% (Percentage) (should be written in figures and words) of Final Project Cost to be charged per project.

Signed Today on _____ day of _____ 2022 at _____ and in presence of witness hereof.

Stamp and Signature of Bidder Name : Designation :	Stamp and Signature of The Samaja
Witness	Witness

SCHEDULE B-1 (Contd... of schedule B)

SCHEDULE OF PAYMENT BREAKUP

Considering various stages involved in the project, the above mentioned agreed consultancy fees shall be calculated on final project cost, to be splitted into various phases of work mentioned below and shall be payable upon successful completion of work of particular stage more precisely described in the schedule mentioned below.

Schedule of Payment Breakup		
Sr. No.	Item of Work	Schedule of Payment
1	PRE-CONSTRUCTION STAGE Planning, survey drawing, designing, carrying out necessary tests, preparing DPR's, Estimates, Tender preparations, Engaging Contractors Suppliers, finalization work schedules and time lines for completion of project work, seeking approvals from local authorities and statutory bodies, Ensuring necessary tests, maintaining records and registers, discussions with Employer as and when required, Providing status reports and MIS of work in progress. <i>(* for Purpose of computing Estimated Project Cost, estimate amount as prepared by PMC (which shall include Material cost, Labour Costs) shall be taken into consideration.</i>	15% of Estimated Project Cost
2	EXECUTION / IMPLEMENTATION / MONITORING WORK Deputation of resources / infrastructure at site, setting up site office,	35% of Estimated

Tender for Selection of a PMC for providing PMC Services for various projects of The Samaja

	<p>Sourcing, Co-ordinating with suppliers, day-to-day supervision & Management of Work, ensuring documentations, conducting / cause to conduct regular testings as per GOG/GOI norms, maintaining and updating necessary records and registers relating to project, apprising work progress, updates to Authority, site laboratories, carry out Bill Verifications, certifications relating to the project work within schedule.</p> <p><i>(* for Purpose of computing Estimated Project Cost, estimate amount as prepared by PMC (which shall include Material cost, Labour Costs) shall be taken into consideration.</i></p>	<p>Project Cost</p>
<p>3</p>	<p>POST EXECUTION STAGE – COMPLETION AND COMMISSIONING Obtain integrated as-built drawing, incorporating the details of various works actually executed, issue quality certificate, obtain guarantee certificate, maintenance manuals from specialist agencies, up keeping of the premises, assist Authority to appoint suitable agencies for operation, maintenance and housekeeping if required, assist in settling agencies accounts or any extra / excess items if any, clear the sites and remove site offices, clear area, remove all additional materials, equipments fro site, hand over the site with all documents/test reports/clearance certificates, measurement sheets, inspection reports, final drawings, plans, work reports.</p>	<p>Balance Consultancy Fees</p>

Form 8 : Letter for Submission of Bid

To,
The General Manager
The Samaja, Gopabandhu Bhawan
Buxibazar, Cuttack – 753001
Odisha

Subject: Submission of Bid for providing PMC Services for Civil, PH & Santiary, Electrical Works at different Projects of The Samaja

Sir,

We, the undersigned, offer to provide the consultancy services for the above in accordance with your Request for Proposal dated **[Date]**, and our (Technical and Financial Bid). **Our Financial Bid for the project will be as per SCHEDULE B** of the Final project cost, which is inclusive of all taxes & cess excluding GST. Amount of GST, as applicable at the time of billing, shall be borne additionally by the Authority and to be paid as per **SCHEDULE B-1**.

Our Financial Bid shall be binding upon us subject to the modifications resulting from negotiations, up to expiry of the validity period of the Bid, i.e., **[Date]**.

We undertake that, in competing for (and, if the award is made to us, in executing) the above project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept any Bid you receive.

Form 9 - FORM OF PERFORMANCE SECURITY

To,
The General Manager
The Samaja, Gopabandhu Bhawan
Buxibazar, Cuttack – 753001
Odisha

Dear Sir/Madam,

In consideration of “**The Samaja**” (hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____

(hereinafter referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement No. dated ___ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for **(name of the project)** _____ (hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty

with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ @and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 20XX at _____

WITNESS _____

(signature)

(signature)

(Name) _____ (Name) _____

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney No.

Dated _____

Strike out whichever is not applicable.

@ The date will be eighteen months after the date of commencement of services. However its validity should be extendable if requested by The Samaja.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

FORM 10 - FORMAT: CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT is entered into on this the _____ day of _____, 20_____

BETWEEN

The Samaja, having its Head Office at Gopabandhu Bhawan, Buxibazar, Cuttack, Odisha (hereinafter referred to as the “**Authority or The Samaja or Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, **successors** and assigns) of ONE PART;

AND

_____, having its registered office at _____, hereunder referred to as the “**Consultant**” which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

The Samaja and the Consultant are hereinafter individually referred to as “Party” and collectively as “Parties”.

WHEREAS

- a) The Samaja vide its Request for Proposal, dated ___invited Bids from competent parties through transparent and competitive bidding process for **Selection of Project Management Consultant (Civil) for Projects** as per the terms specified in Tender and this Agreement (hereinafter called the “**Project/Consulting Work/Consulting Assignment**”);
- b) Pursuant to the evaluation of the bids received, The Samaja has accepted the bid of the Consultant dated _____ as per the terms and conditions specified in Tender documents, subsequent Addendum and terms specified in this Agreement and issued a Letter of Award (LOA) No. _____ dated _____ accepting the particular Bid Proposal.
- c) The Consultant has accepted the LOA by its letter dated _____, requiring inter alia the execution of the Contract. The Samaja hereby agrees to appoint and avail services of the Selection of Consultant for Planning, preparing drawing / designing / preparing DPR, execution, documentation, completion and commissioning of projects awarded by notified area to consultant during the tenure, on the terms, conditions and covenants hereinafter set forth in this Agreement.
- d) NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties (The Samaja and Consultant) hereto **hereby agree as follows:**

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

This Agreement along with all Annexure/schedule hereto.

- I. Tender Documents issued by The Samaja in its entirety including all its parts/sections, annexure, corrigendum and Addendums thereto.
- II. Letter of Acceptance (LOA) no. _____ issued on _____.
- III. Consultant's Key Personnel specified in Schedule _____
- IV. Any relevant correspondence between the two parties that the signatories have agreed to include as part of the Contract for validating and clarifying any points in the Contract or by way of revised or improved understanding of any terms of the Contract as appended herein. While all above documents are deemed to be part of the Agreement, in the event of any discrepancy / conflict in the terms of the above referred documents or interpretation thereof, the provisions of the more recent document, date wise, shall prevail over the older document.

1. GENERAL

1.1. Definition and Interpretation

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- a) **"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, including without limitation those laws / regulations applicable to the Project;
- b) **"Applicable Clearances"** means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the Project during the subsistence of this Agreement;
- c) **"Authority" or "The Samaja", "Employer"** means **the Samaja [including without limitation its authorized representatives]; the organization/authorized person who enters into a contract with the consultant/Service provider for execution of work includes its authorized representative.**
- d) **"Consultant"** means any **private** or public entity selected to provide the Services to The Samaja under this Contract.
- e) **"Engineer-in-charge", "Engineer"** shall mean to include engineers deployed by Project management consultant for discharging obligations under this contract.
- f) **"Contract"** means the Contract signed by the Parties and all the attached documents listed in Preliminary and the Annexures/schedules.
- g) **"Contract Period"/"Agreement Period"** shall have a meaning specified in clause 2.4
- h) **"Day"** means calendar day.
- i) **"Dispute"** shall have a meaning specified in clause 9.1
- j) **"Effective Date"** shall have meaning specified in clause 2.1.

- k) **“Force Majeure”** shall have a meaning specified in clause 2.7.1.
- l) **“Insurance”** shall have a meaning specified in clause 3.1.1.
- m) **“Local Currency”** means Indian Rupees.
- n) **“Party”** means the “Authority” or the Consultant, as the case may be, and **“Parties”** means both of them.
 - a) **“Team Leader”** shall have a meaning specified in clause 4.5
 - b) **“Performance Security”** shall have a meaning specified in clause 7.3.
 - c) **“Personnel”** means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof;
 - d) **“Services”/ “Scope of Services/Terms of Reference (TOR)”** means the work to be performed by the Consultant pursuant to this Contract, as described in Tender;
 - e) **“Sub-Consultants”** means any person or entity to whom/which the Consultant subcontracts any part of the Services. Sub-contracting of entire ToR is not permitted. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the Consultant may engage sub consultants under intimation to Authority. All manpower stated in TOR section shall be on the regular roll of the Consultant
 - f) **“Terms of Reference” (“TOR”)** are the description of scope of Service to be performed by the Consultant. Detailed TOR is specified in Tender;
 - g) **“Third Party”** means any person or entity other than the “Authority”, or the Consultant/ PMC.

1.2. Principles of Interpretation

The table of contents, numbers, headings and marginal headings in this Agreement are solely for the purpose of facilitating reference and shall not impact the construction or interpretation of this Agreement.

- i. Words importing Persons or Parties shall include firms, companies, corporations, trusts, associations and any organizations, having legal capacity to sue and be sued in their names.
- ii. Words importing the singular also include the plural and vice versa where the context requires.
- iii. Words importing one gender also include other gender.
- iv. In case of ambiguities or discrepancies in this Agreement, the following shall apply:
 - v. Between the Articles and the Schedules, the Articles shall prevail:
 - vi. Between any value written in numerals and that in words, the latter shall prevail.

1.3. Relationship between Parties

Nothing contained herein shall be construed as establishing a relation of **master and servant** or of agent and principal as between The Samaja and the Consultants. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and Obligations

The mutual rights and obligations of The Samaja and the Consultant shall be as set forth in the Agreement, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) The Samaja shall make payments to the Consultant in accordance with the provisions of the Agreement and Tender terms.

1.5. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Cuttack shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7. Table of Content and Heading

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile, e-mail to such Party at the address specified hereunder.

If to Authority;

_____.

The Samaja, Gpabandhu Bhawan, Buxibazar, Cuttack

If to Consultant;

_____.

1.9. Location

The Services shall be performed as per tender terms for Projects awarded by The Samaja.

1.10. Authorised Representative

- 1) Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Consultant may be taken or executed by the officials specified hereunder.
- 2) The Samaja may, from time to time, designate one of its officials as The Samaja Representative. Unless otherwise notified, The Samaj Representative shall be: The General Manager.

- 3) The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be: _____.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT-

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services within a period of one month from the Effective Date, unless otherwise agreed by the Parties **in written**.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, The Samaja may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4. Expiration of Agreement

- a) Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent as per the sub clause (b) hereunder, the Agreement shall remain in force for a period of **two years** from the Effective Date. Upon Termination, The Samaja shall make payments of all amounts due to the Consultant hereunder for which milestone achieved/services delivered.
- b) Subject to satisfactory performance of the Consultant, the Authority may, at its sole discretion, extend this Contract Period beyond two years for an additional one year at similar/negotiated rates. If so required, the scope of work may be somewhat modified to reflect the priorities and understanding at the time of extension.

2.5. Entire Agreement

This Agreement and the Annexures/ schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the Tender shall continue to subsist and shall be deemed to form part of this Agreement.

Without prejudice to the generality of the provisions of Clause 2.5(a), on matters not covered by this Agreement, the provisions of Tender shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification 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 made by the other Party.

2.7. Force Majeure

For the purposes of this agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, pandemic, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.8. No Breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.9 Measures to be taken

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

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

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.10 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.11 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, **the Consultant shall be entitled for professional fees**, as agreed in schedule B and shall be paid in phased manner as per schedule B-1.

The Agreed Consultancy fees shall be paid as per agreed percentage of Final Project Cost and will be payable in stages subject to completion of particular stage. The amount of agreed Project Consultancy fees is per project basis.

Payment of Consultancy fees shall subject to Income Tax and exclusive of GST, which shall be charged extra as applicable.

The payment is subject to deductions as set out in Tender terms and agreement.

2.13 Consultation

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

2.14. Suspension of Agreement

The Samaja may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. Termination by Authority

- a) The Samaja may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as The Samaja may have subsequently granted in writing;
- b) In the event of repeated non-deployment/ absence of manpower for unreasonable time then it shall be considered Consultant's Event of Default. Non-remedy of such default in a reasonable time given by the Authority shall lead to Termination.

- c) the Consultant becomes insolvent or bankrupt or enters into any agreement within its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- d) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- e) the Consultant submits to TIC a statement which has a material effect on the rights, obligations or interests of TIC and which the Consultant knows to be false;
- f) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- g) 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 60 (sixty) days; or

2.9.2. By Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to The Samaja, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) The Samaja fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b) The Samaja is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (thirty) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by The Samaja of the Consultant's notice specifying such breach;
- c) 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 60 (sixty) days; or
- d) The Samaja fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses hereof, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in the agreement.

(iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by The Samaja, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, The Samaja shall be liable to make the payments till termination date for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall not be payable.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clauses 2.9.1 or 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

3.1.1. Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to The Samaja, and shall at all times support and safeguard The Samaja 's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2. Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") mentioned in Tender. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.1. Consultants not to Benefit from Commission, Discounts etc.

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

3.2.2. Consultants and Affiliates not to engage in Certain Activities

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

The clause shall not prohibit the Consultant to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities. However, in such cases the Consultant agrees to a professional responsibility to maintain the confidentiality of Client information.

3.2.3. Confidentiality

The Consultants agree that themselves, their Sub-consultants and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or The Samaja 's business or operations without the prior written consent of The Samaja, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; or (d) which is required to be submitted to any regulatory, statutory or governmental authority.

3.3. Liability of the Consultant

3.3.1. The Consultant's liability under this agreement shall be determined by the Applicable Laws and the provisions hereof.

3.3.2. The Consultant shall, subject to the limitation specified in Clause 3.3.3, be liable to The Samaja for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.3.3. Notwithstanding anything to the contrary, the aggregate maximum liability of the Consultant under this Contract shall not exceed the fees received by the Consultant under this Contract (including all types of liabilities).

3.3.4. The Services in this assignment shall not be deemed investment, legal, regulatory, tax, accounting or other regulated advice. Consultant does not supplant the Client's management or other decision-making bodies. While the Consultant does not guarantee results, it agrees to make the best efforts to achieve the same.

The Samaja remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules, and regulations. Neither party shall be responsible for any lost profits. Beyond the limits of liability set in the Agreement, neither party will be liable for any indirect, consequential, incidental, punitive or special damage

- 3.3.5** Consultant shall be liable for food, accommodation, transportation, medical and other facilities of workers and its employees working at site. The Authority will not be under obligation to provide above mentioned facilities nor consultant will have any claim in connection to above expense. It has been agreed that the consultancy fees is inclusive of all expenses, reimbursements and profit of consultant.

3.4. Quality Testing, Inspection and Auditing

(i) The Consultants shall keep accurate and systematic accounts and records of the work performed by it under the Contract including measurement sheets, test reports, inventories, daily manpower deployment details, schedule of work, details of all invoices raised , certified and payments received and shall make the same available to The Samaja as and when requested by The Samaja.

- (ii) Consultant shall carry out required necessary tests with respect to the work as per rules and regulations.

Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein shall obligate the Consultant to disclose to Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Consultant's business, payroll information, or information or material that constitute, in the opinion of Consultant's legal counsel, legally privileged documents or information that Consultant is bound to maintain as confidential by written obligation to a third party

3.5. Consultants' Actions requiring Authority's prior Approval

The Consultants shall obtain The Samaja 's prior approval in writing before taking any of the following actions:

- (i) appointing such members of the Personnel as specified in Scope of Services not proposed as part of its Proposal;
- (ii) entering into a subcontract for the performance of the Services as per provision of Tender.
- (iii) any other action that may be specified by The Samaja during the course of this Contract.

3.6. Reporting Obligations

The Consultants shall submit to The Samaja the reports and documents specified in TOR specified in Tender, within the time periods set forth in the said Clause.

3.7. Documents Prepared by the Consultants to be the Property of The Samaja

(i) All plans, drawings, specifications, designs, documents, reports, frameworks, software, databases, content and documents prepared by the Consultants solely in performing the Services under this Contract shall become and remain the property of The Samaja, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to The Samaja, together with a detailed inventory thereof.

(ii) Any pre-existing Intellectual Property Right (IPR) developed by the Consultant independent of the Contract, including know-how, questionnaires, assessments, modules, courses, frameworks, software, algorithms, databases, content, models, industry perspectives, designs, etc. ("Consultant Tools"), for which the Consultant at the time of signing of this Agreement has a legal right, or otherwise, if it does not have a legal right, which would meet the commonly used tests and criteria for IPR identification will be and remain owned by the Consultant including any and all derivative works, modifications or enhancements of the same made before, during, and after the Contract. To the extent the Deliverables under this Contract include any Consultant Tools, the Consultant hereby grants The Samaja a non-exclusive, non-transferable, non-sub licensable, worldwide, royalty-free license to use and copy the Consultant Tools solely as part of the deliverables. The Samaja agrees that, without Consultant's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Consultant Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Consultant Tool or deliverable.

3.8. Equipment and Materials Furnished by The Samaja

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

3.9. Accuracy of Documents

(i) The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies / authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify The Samaja against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

(ii) Notwithstanding anything, the Consultant will have no obligation to independently verify information provided by The Samaja or their PMCs.

(iii) Authority acknowledges and agrees that Consultant shall not provide professional legal, accounting, or tax advice. However, the Consultant agrees to peruse and assess the legal and regulatory provisions and framework in so far as they are required to carry out the main task of preparing a strategy for Projects. This will include perusal, if so required of contracts entered into by The Samaja with its vendors and partners.

3.10. Insurance to be taken out by the Consultant

(i) The Consultant shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Consultant's own standard practices during the Contract Period insurance (the "Insurance"). the authority's request, the Consultant shall provide evidences of insurance covers or a certificate of all insurances maintained on request of Authority.

(ii) The Consultant shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub consultant/specialist deployed by the Consultant to perform scope of work specified under this Contract.

(iii) The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Consultant or its sub-contractors / sub consultants / specialists associated with the Consultants for the purposes of the Services, nor for any member of any such person

4. CONSULTANT'S PERSONNEL

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as specified in Tender and as may be required to carry out the Services.

4.2. Deployment of Personnel

- a) The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Tender
- b) The Key Personnel listed in Tender are hereby approved by The Samaja.
- c) If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to The Samaja its proposal along with a CV of such person in the form provided at Annexure of the Tender. The Samaja may approve or reject such proposal. In case the proposal is rejected, the Consultant may propose an

alternative person for The Samaja's consideration. In the event The Samaja does not reject a proposal, it shall be deemed to have been approved by The Samaja.

4.3. Substitution of Personnel

The Samaja expects all the Key Personnel i.e Team Leader, Project Manager and Subject Matter Experts/Sector Experts as specified in the Proposal to be available during implementation of the Agreement. The Samaja will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of The Samaja.

4.4. Working hours, Overtime, Leave etc.

The working hours and leaves of the Personnel will be as per the company policies of the Consultant and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5. Staffing

The person designated as the Team Leader/ key personnel of the Consultant's Personnel as specified in Technical Marking System shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, Project Manager as specified in Technical Marking System shall act as Project Manager (the "Project Manager") who shall be responsible for day to day performance of the Services.

4.6. Sub-Consultants

For any specific technical matter requiring advice/inputs from experts / adding technical / operational value to assigned work. or specific agencies, the Consultant may engage sub consultants under intimation to Authority. However, Sub-contracting does not absolve the Consultant from its obligations provided in this Agreement.

5. OBLIGATIONS OF THE SAMAJA

5.1. Assistance in clearance

Unless otherwise specified in the Agreement, The Samaja shall make best efforts to ensure that The Samaja shall:

- a) provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant or its Personnel to perform the Services;
- b) issue to officials, agents and representatives of The Samaja all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Payment

In consideration of the Services performed by the Consultant under this Agreement, The Samaja shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

5.3. Documents and Other Support

The Samaja will provide all necessary information/documents/data, which shall include;

a) The Samaja will provide all support required for the executing the Consultant's scope.

- Interviews with departmental heads
- Interviews with customers/ JV partners/ suppliers/vendors
- Site visits of The Samaja facilities and on ground work support
- Sharing of all documents under non-disclosure agreement.
- Meetings with top management

b) The Samaja will provide all necessary information/documents/data/ required for the study.

- Historical operational and financial performance information/documents
- Any other information as may be required by the Consultant, subject to internal and external confidential requirements.
- Any information shared by The Samaja shall be held in confidence by the Consultant

6. PAYMENT TO THE CONSULTANT

Authority shall make payment to Consultant as per Payment terms, agreed fees as per Schedule B, to be paid as per schedule B-1 of Tender Document.

7. LIQUIDATED DAMAGES AND PENALTY

7.1. Performance Security

- (a) For securing the due and faithful performance of the obligations of the Consultant under this agreement, during the Agreement Period, the Consultant , has in terms of the Tender and letter of award furnished to The Samaja the required Performance Security dated ____of amount ____ drawn in favour of "_____"from ____Bank in the form of Bank Guarantee/DD and valid till and admissible and payable at Cuttack branch , the receipt & veracity of which, is hereby acknowledged by The Samaja (the "Performance Security").
- (b) The Consultant shall maintain a valid and binding Performance Security for a period of three months after the expiry of the Contract Period ("Validity Period"). The Consultant shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the Contract Period and thereafter until expiry of three months from end of Contract Period. In case Contract Period is extended then the Consultant shall have to renew Performance Security for a period of extended Contract Period.

- (c) The Samaja shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
 - (i) In the event The Samaja requires to recover any sum due and payable to it by the Consultant including but not limited to Damages; and which the Consultant has failed to pay in relation thereof; and
 - (ii) In the event of the Consultant's breach and if such breach is not cured with the remedial period as per the terms of the Agreement.
 - (iii) If the Consultant fails to purchase, renew and maintain in full force and effect, any or all of the insurances required under the Contract as per provisions of this Agreement.
- (d) Upon such encashment and appropriation from the Performance Security, the Consultant shall, within 15 (fifteen) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Consultant shall, within the time so granted replenish or furnish to The Samaja a fresh Performance Security as aforesaid, failing which the same shall constitute Consultant's breach and entitle Authority to terminate this Contract in terms hereof.
- (e) On the performance and completion of the Contract by expiry of its term in all respects the Performance Security shall be returned to the Consultant without any interest, provided the Consultant is not in default of the terms hereof and there are no outstanding dues of The Samaja with the Consultant.

7.2. Liquidated Damages

7.2.1. Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by The Samaja in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/Consultant's Fees for the Project.

7.2.2. Liquidated Damages for delay

In case of delay solely attributable to the Consultant in completion of milestone as specified in TOR, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Milestone Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3. Encashment and appropriation of Performance Security

The Samaja shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.2.4. In order to be able to perform the Services within the agreed timeframe and budget and to fulfil its responsibilities on a timely basis, Consultant will rely on the The Samaja's timely cooperation, including the The Samaja making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the The Samaja and the The Samaja notifying Consultant of any issues or concerns the The Samaja may have relating to the Services. During the course of the Services, priorities may shift, or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget.

7.3. Penalty for Deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of The Samaja and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law

8. FARENESS AND GOOD FAITH

8.1. Good Faith

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

8.2. Operation of Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. DISPUTE RESOLUTION

9.1. Amicable Solution

(a) Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to the Agreement including incompleteness of the Services/ TOR /Payment between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by The Samaja and Consultant in accordance with the procedure set forth in sub-article (b) below.

Tender for Selection of a PMC for providing PMC Services for various projects of The Samaja

in presence of _____ _____	In presence of _____ _____