

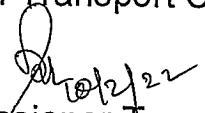
**OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN
STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK**

TENDER CALL NOTICE

Letter No: LXVII-271/2021/R.S/T.C 1917 Date. 10-02-2022.

Sealed tenders are invited for Engagement of Technical Support Agency to provide experts and resources to Road Safety Cell of STA for this office latest by 07.03.2022. For details please go through our website www.odishatransport.gov.in

By order of Transport Commissioner


Addl. Commissioner Transport (Admin)
STA, Odisha Cuttack



REQUEST FOR PROPOSAL

**Engagement of Technical Support Agency to provide experts and resources
to Road Safety Cell of State Transport Authority, Govt. of Odisha**

RFP No. LXVII-271/2021/RS/TC/1917, Date: 10/02/2022

**Add. Commissioner (Administration)
State Transport Authority, Odisha, 6th Floor,
Rajaswa Bhawan, Cuttack – 753002
Email: roadsafety-od@gov.in**

DISCLAIMER

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

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

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

The STA, its employees and advisers make no representation or warranty and shall have no liability to any person including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The STA also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP. The STA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the STA is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the STA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by the STA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the STA 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 Proposal, regardless of the conduct or outcome of the selection process.

Data Sheet

1	Name of the Organization	State Transport Authority, Odisha
2	Method of Selection & Proposal Validity	Quality cum Cost Based Selection (QCBS) & 120 Day's proposal validity
3	Date of Issue of RFP	11.02.2022
4	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	15.02.2022 till 3 PM
5	Issue of Pre-proposal Clarifications	17.02.2022
6	Proposal Due Date- HARD COPY	07.03.2022 till 3 PM
7	Date of opening of Pre-Qualification Proposal	08.03.2022 till 4 PM
8	Date of opening of Technical Proposal	08.03.2022 till 4 PM
9	Date of Presentation	To be informed later
10	Date of opening of Financial Proposal	To be informed technically qualified after bidders
11.	Expected Date of Commencement of Assignment	To be informed later
12.	Pre-proposal meeting and nodal officer	A pre-proposal meeting will be held on 15.02.2022 at 15:30 hours (Online Link shall be shared based on the request receive from bidder on roadsafety-od@gov.in before 15:00 hours, 15.02.2022
13	Bid Document Fee (Non-Refundable) (As Demand Draft from any scheduled commercial bank/nationalized bank in the name of State Transport Authority, Odisha)	Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only) (including GST) in the form of Online Payment
14	Earnest Money Deposit (EMD) (Refundable) (As Demand Draft from any scheduled commercial bank/nationalized bank in the name of State Transport Authority, Odisha payable at Cuttack)	Rs.10,00,000/- (Rupees Ten Lakh only)
15.	Performance Security (As Bank Guarantee from any scheduled commercial bank/nationalized bank in the name of State Transport Authority, Odisha)	3% of the overall contract value for 24 months.
16.	Contact Person	State Transport Authority, 7th Floor, Rajaswa Bhawan, Cuttack –753002 Add. Commissioner (Technical) State Transport Authority, Odisha, 6th Floor, Rajaswa Bhawan, Cuttack – 753002 Email: roadsafety-od@gov.in
17	RFP can be downloaded from	http://www.odishatransport.gov.in/

SECTION 1: LETTER OF
INVITATION

LETTER OF INVITATION

Name of the Assignment: Engagement of Technical Support Agency to provide experts and resources to Road Safety Cell of State Transport Authority, Govt. of Odisha

Transport Commissioner -cum- Chairman, State Transport Authority, Odisha (STA) (the "Authority"), in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites reputed, eligible agencies for submitting proposals for undertaking various consultancy services for State Transport Authority Odisha. Projects.

1. A bidder will be selected under **QCBS** procedure as prescribed in the RFP Document in accordance with the procedures prescribed here with circulated vide Office Memorandum No.37323/F, Dated:30.11.2018 of Finance Department, Govt. of Odisha.
2. Interested bidders fulfilling eligibility conditions as mentioned in this RFP can submit their proposals Physically (2 HARD COPIES – ORIGINAL and DUPLICATE) addressed to Chairman cum Managing Director, State Transport Authority, 6th/7th Floor, , Rajaswa Bhawan, Cuttack – 753002, through Registered Post or Courier or by hand.
3. The proposal should be submitted in three parts/ envelope as follows:

Part 1: Pre-Qualification- Envelop A

Part 2: Technical Proposal- Envelope B

Part 2: Financial Proposal- Envelope C

Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.

4. The **2 Copies(Original Copy and Duplicate Copy)** of the Proposal (Pre-qualification – Envelop- A, Technical proposal Envelope-B and financial proposal Envelope-C) must be submitted with all pages numbered serially, along with an index of submission. In the event, any of the instructions mentioned herein have not been adhered to, the STA may reject the Proposal.
5. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a Non-refundable Bid Document Fee and a Refundable EMD of paid as prescribed in the RFP failing which the bid will be rejected.
6. The last date and time for submission of proposal, complete in all respect, is as per the Bidder Data Sheet and the date of opening of the technical proposal is as mentioned in the Bidder Data Sheet, which will be done in the presence of the bidder's representative

at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

7. This RFP includes the following sections:

- a) Letter of Invitation [Section-1]
- b) Information to the Bidder [Section-2]
- c) Terms of Reference [Section-3]
- d) Technical Proposal Submission Forms [Section-4]
- e) Financial Proposal Submission Forms [Section-5]
- f) Bid Submission Checklist [Section-6]
- g) Standard Form of Contract [Section-7]
- h) Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]

8. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the STA's knowledge, the STA holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The STA reserves the right to accept/reject any /all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

Transport Commissioner -cum- Chairman, State Transport Authority, Odisha (Lead Agency on Road Safety), 6th/7th Floor, Rajaswa Bhawan, Cuttack-753002, Odisha.

SECTION 2: INSTRUCTION TO
BIDDERS

1. Pre-Qualification Criteria:

Each bidder will be assessed based on the following pre-qualification criteria before proceeding for Technical Evaluation. Only bidders qualified as per Eligibility criteria shall be considered for technical evaluation. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sl. No.	Eligibility Criteria	Supporting Documents
1.	Incorporation: The bidder should be a company incorporated under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008. and must be in consultancy business and operational for at least 10 years, as on the date of submission of the bid.	Certificate of Incorporation/ Partnership Deed along with PAN, GST registration certificate
2.	Turnover: The Average Turnover/Revenue (from Consultancy services) of the Applicant from last three financial years ending 31 March 2021; shall be minimum Rs. 15.00 Crores or above	Audited financial statements (Profit and Loss and Balance Sheet)
3.	The bidder should have positive net worth as on March 31, 2021	Certified Copy of audited Profit and Loss (P&L) Statements/ Net worth certificate from CA
4.	Consultancy Experience: The Bidder must have experience of at least two Consultancy projects related to Program Management Unit with any Central/State /PSUs/ULBs in India with each order value more than Rs. 2 Cr. in last 3 years from the date of submission	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/ testimonial
5.	Transport Sector: The Bidder must have experience of at least 2 (Two) Consultancy projects including Road Safety/ Industrial Safety/ Transport Sector IEC /Planning & Program Management in Public Transport sector and operated by ULB/ State Govt/ Central Govt Agencies in India in last 3 years with each order value more than Rs. 2 Cr.	Copy of Letter of Award/ Work Order/ PO/ Completion Certificate/ testimonial
6.	Resources Strength: The Bidder must have an employee strength in consulting at least 20 on payroll of the company as on date of submission of the bid.	Self-declaration on the letter head of the company by the HR
7.	Blacklisting: The bidder should not be blacklisted by any state/ central government department, agency, corporation, urban local body, PSU, at the time of submission of the bid	Self-declaration on the letter head of the company by authorized signatory
8.	Certifications: The applicant must have ISO 9001:2015 and ISO 27001. All the certificates should be valid at the time of release of bid.	Attach copy of the valid Certificates

Documents/Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders must furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (Annexure-I)
- Covering letter (TECH- 1) on bidder's letterhead requesting to participate in the selection process.
- Bid Document Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH - 2)
- Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder. Alternatively, bidder can submit Board resolution copy mentioning the Authorized Signatory
- Undertaking for not having been blacklisted by any Indian Central / State Government /PSU as on submission date of this tender
- Declaration regarding Conflict of Interest (TECH - 6)
- Declaration of No involvement in any legal conflicts or any pending legal issues with the STA (State Transport Authority, Odisha) during last 3 years. (on the letter head of the bidder)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and bound. Each page should be numbered and signed by the authorized representative.

2. Bid Document Fee:

The bidder must furnish as part of technical proposal, the required bid Document fee as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit:

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) as prescribed in the RFP failing which the bid will be rejected. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and after award and signing of contract with the successful bidder. The EMD may be forfeited on account of the following reasons:

- Any / All information furnished by the bidder is found to be forged / false during the evaluation process.
- Any other circumstance which holds the interest of the during the overall selection process.

The EMD of the Successful bidder may be forfeited on account of the following reasons:

- If Bidder fails to sign the contract within designated period (15 days).
- If the bidder fails to furnish required Performance Bank Guarantee in time.

- If the Bidder withdraws its proposal during the bid validity period as specified in RFP after the closure of bid.

4. Validity of the Proposal:

Proposals shall remain valid for a period of 120 (One hundred twenty days) from the date of opening of the technical proposal. The STA reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Pre -Proposal Queries/ Pre-Proposal Meeting:

Bidders can submit their queries in respect of the RFP and other details, if any, to State Transport Authority, Odisha through e-mail at roadsafety-od@gov.in/ staroadsafety@gmail.com till the timeline as per Bid Data Sheet. Clarifications to the above will be either uploaded on the tender portal of Government of Odisha/ <http://www.odishatransport.gov.in/> or clarified through email to the respective bidders for the purpose of preparation of proposal.

Pre-proposal meeting will be held as per the venue and schedule in Bidder Data Sheet. The bidders will have to ensure that their queries for pre-proposal meeting should reach one day before the pre-proposal meeting to the email address mentioned in this RFP.

6. Preparation and Submission of Proposal:

- i. Detail RFP may be downloaded from <http://www.odishatransport.gov.in/> www.tendersodisha.gov.in and the Application should be submitted **offline mode – Physical only** addressed to State Transport Authority, 6th/7th Floor, Rajaswa Bhawan, Cuttack – 753002 India on or before the last date of submission mentioned in the bidder data sheet.
- ii. The proposal should be submitted in **2 copies (one Original and One Duplicate)** sealed with proper outer envelopes respectively and packed as one single bid as follows:
 - **Complete Bid Envelope**
 - **Original Outer Envelope**
 - Envelope A: Part 1: Pre-Qualification
 - Envelope B: Part 2: Technical Proposal
 - Envelope C: Part 3: Financial Proposal
 - **Duplicate Outer Envelope**
 - Envelope A: Part 1: Pre-Qualification
 - Envelope B: Part 2: Technical Proposal
 - Envelope C: Part 3: Financial Proposal
- iii. Incase the Technical Proposal Envelope has the financial proposal Envelope, the bid would be summarily rejected.

- iv. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
- v. Each page should be page numbered and in confirmation to the eligibility qualifications and clearly indicated using an index page. The STA will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the authority.

Any deviation from the prescribed procedures/information/formats/conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

7. Opening of the proposal:

- i. Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- ii. Opening of Proposals will be done at State Transport Authority, Odisha, Cuttack.
- iii. The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal:

A Three step evaluation process will be conducted as explained below for evaluation of the proposals:

- Preliminary Evaluation (1st Step): Preliminary evaluation of the proposals will be done to determine whether the proposal complies with the prescribed eligibility conditions and the requisite documents/information has been properly furnished by the bidder or not, as per requirements stated above in this RFP.
- TECHNICAL EVALUATION (2nd Stage): Evaluation of the Technical and financial proposals will be based on Quality and Cost Based Selection mode with weightage of 80% and 20% for technical and financial proposals, respectively.

- 1) In the first phase the Technical Proposals shall be evaluated based on eligibility criteria as mentioned in this TOR.
- 2) In the second phase the firms which satisfy the eligibility criteria shall be given marks based on Table: 1 as below TOR. Accordingly, firms will be ranked based on the marks allotted to them.

9. Table1: Technical Evaluation Criteria

Sl. No.	Parameters	Total / Maximum Marks
1	Financial Capacity of the Bidder	5
	<p>The Average Annual Turnover/Revenue of the Bidder from last three financial years ending 31 March 2021; shall be minimum Rs. 15 Crores</p> <p>INR. 15 Cr. - 2 Marks</p> <p>> INR 15 Cr. and <= INR 20 Cr. – 3 Marks</p> <p>> INR 20 Cr. and above – 5 Marks</p> <p>Note: Audited financial statements (Profit and Loss and Balance Sheet) should be submitted as supporting.</p>	5
2	Proof of Experience	35
2.1	<p>The Bidder must have experience of Consultancy project (Road Safety/ Industrial Safety/ Transport Sector IEC /Planning & Program Management) in Public Transport sector and operated by ULB/ State Govt/ Central Govt Agencies in India in last 3 years (Max. 10 marks)</p> <ul style="list-style-type: none"> • One Project- 2 mark • Two Projects- 4 marks • Three Projects- 6 marks • Additional 2 Marks for each ongoing transport project with Govt. of Odisha up-to-a maximum of 4 marks/ 2 Projects <p>Note: Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations. Credentials of Parent Entity or Member firms shall be considered.</p>	10
2.2	<p>The Bidder must have an experience in Consultancy project, with Government/Multilateral funding, or Sponsorship by international aid agencies (experience of engaging with international aid agencies) for any Government Department/ Govt. Corporation in India in last 3 years. (Maximum 15 marks)</p> <ul style="list-style-type: none"> • Each Project shall carry 5 Marks <p>Note: Supporting documents like LOA/PO/WO/Agreement Copy for such projects should be submitted along with project citations. Credentials of Parent Entity or Member firms shall be considered.</p>	15
2.3	<p>The Bidder must have Consulting/Technical Support/ Design, Program Management, and Implementation/Advisory experience in a Single large-scale project in India with Central or State or ULB or Multilateral Funding agencies. (Max. 10 marks)</p> <ul style="list-style-type: none"> • Single order value of INR 3 Cr.- 3marks • Additional 1 mark for each additional value of INR 2 Cr. up-to a maximum of 4 marks/ 8 Cr project value. • Additional 3 marks if the project is in Odisha 	10

Sl. No.	Parameters	Total/ Maximum Marks																																								
	<p>Multilateral funding Agencies (such as World Bank, ADB, IMF, United Nations, DFID, USAID, DFAT etc.) funded projects will also be considered</p> <p>Note: Supporting documents like LOA/ PO/ WO/ Agreement Copy/Completion certificate for such projects should be submitted along with project citations. Credentials of Parent Entity or Member firms shall be considered.</p>																																									
3	Suitability for the scope of work-Team composition	25																																								
	<table><tr><th>Position</th><th>Role</th><th>Months of deployment</th><th>Marks for evaluation</th></tr><tr><td colspan="4">Core Team</td></tr><tr><td>Principal Consultant</td><td>Project / Program Management Vendor Management, Project Management Road Safety Policy</td><td>24 Person months</td><td>5 marks</td></tr><tr><td>Managing Consultant</td><td>Capacity Building and Partnership</td><td>24 Person months</td><td>4 marks</td></tr><tr><td>Sr. Consultant</td><td>Knowledge Management</td><td>24 Person months</td><td>4 marks</td></tr><tr><td>Consultant</td><td>Procurement and Transaction Advisory</td><td>24 Person months</td><td>4 marks</td></tr><tr><td>Associate Consultant-1</td><td>Monitoring and Evaluation</td><td>24 Person months</td><td>Not to be evaluated</td></tr><tr><td>Associate Consultant -2</td><td>Monitoring and Evaluation</td><td>24 Person months</td><td>Not to be evaluated</td></tr><tr><td colspan="4">Experts Pool</td></tr><tr><td></td><td><ul style="list-style-type: none">Logistics and Infrastructure ExpertRoad Safety and Engineering ExpertRoute Rationalization and Optimization ExpertTransport Policy ExpertsCapacity Building and Institutional Strengthening ExpertsTechnology Experts</td><td>48 Person months across multiple resources Indicative CVs to be provided for evaluation</td><td>8 marks</td></tr></table>	Position	Role	Months of deployment	Marks for evaluation	Core Team				Principal Consultant	Project / Program Management Vendor Management, Project Management Road Safety Policy	24 Person months	5 marks	Managing Consultant	Capacity Building and Partnership	24 Person months	4 marks	Sr. Consultant	Knowledge Management	24 Person months	4 marks	Consultant	Procurement and Transaction Advisory	24 Person months	4 marks	Associate Consultant-1	Monitoring and Evaluation	24 Person months	Not to be evaluated	Associate Consultant -2	Monitoring and Evaluation	24 Person months	Not to be evaluated	Experts Pool					<ul style="list-style-type: none">Logistics and Infrastructure ExpertRoad Safety and Engineering ExpertRoute Rationalization and Optimization ExpertTransport Policy ExpertsCapacity Building and Institutional Strengthening ExpertsTechnology Experts	48 Person months across multiple resources Indicative CVs to be provided for evaluation	8 marks	25
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The deployment of resource would be for a period of 24 months. STA reserves the right to increase or decrease the number of resources as per its requirement.																																										

Sl. No.	Parameters	Total/ Maximum Marks								
4	Approach and methodology	35								
	Approach and Methodology of the Technical proposed submitted along with work plan based on the	15								
	<table><tr><th>Criterion</th><th>Marks allocated</th></tr><tr><td>Approach and Methodology towards the project Road Safety Measures, DPR preparation, Monitoring and Tracking progress of various projects, efficiency initiatives of the authority etc.</td><td>5</td></tr><tr><td>Innovation and Best Practices</td><td>5</td></tr><tr><td>Relevant Local Knowledge & STA understanding</td><td>5</td></tr></table>		Criterion	Marks allocated	Approach and Methodology towards the project Road Safety Measures, DPR preparation, Monitoring and Tracking progress of various projects, efficiency initiatives of the authority etc.	5	Innovation and Best Practices	5	Relevant Local Knowledge & STA understanding	5
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Innovation and Best Practices	5									
Relevant Local Knowledge & STA understanding	5									
5.	Presentation: Bidder has to submit the documentation of the above with technical bid and make a technical presentation before evaluation committee	20								
Total Marks 100 (Passing Marks- 70 marks)		100								

The number of points to be assigned to each of the experts shall be determined considering the following sub-criteria and relevant percentage weights:

- Minimum qualifications (Fulfilling minimum education criteria mentioned in the ToR): 20%
- Minimum Experience (Fulfilling Minimum Years' of relevant experience criteria as mentioned in the ToR): 30%
- Relevant Sector Experience (Fulfilling experience criteria of relevant sector and assignment as mentioned in the ToR): 50%

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is 70.

The highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

$St = 100 \times T/Th$, in which "St" is the Technical Score, "Th" is the highest Technical Score given, and "T" is the Technical Score of the proposal under consideration.

- **FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper

authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

- The lowest evaluated financial proposal (Sf) will be given a maximum financial score (Fm) of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:
- $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.

10. Evaluation Process:

Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal (0.7); P = the weight given to the Financial Proposal (0.3); T + P = 1) as following:

$$S = St \times T + Sf \times P,$$

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

11. Performance Bank Guarantee (PBG):

Within 15 working days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee as defined in this RFP. Failure to comply with the terms and conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

12. Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any, and availability of proposed professionals etc.

13. Award of Contract:

After completion of the contract negotiation stage, the STA will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written

amendment signed by both the parties. The contract will be valid for 24 months from the date of effectiveness of the contract and will be extended on mutual consent.

14. Conflict of Interest:

Conflict of interest exists in the event of:

- a. Conflicting assignments, typically monitoring and evaluation of the mandate being executed by the selected bidder;

15. Disclosure:

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

16. Anti-corruption Measure:

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

17. Language of Proposals:

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

18. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The STA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

19. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Cuttack only within Odisha.

20. Governing Law and Penalty Clause

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the STA holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The STA may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the STA and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha.

21. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the STA's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the STA, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

22. Amendment of the RFP Document:

At any time before submission of proposals, the STA may amend the RFP by issuing an addendum at <https://tendersodisha.gov.in>. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the STA may, at its discretion, extend the deadline for the submission of the proposals.

23. STA's right to accept any proposal and to reject any or all proposal(s):

The STA reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

24. Copyright, Patents and Other Proprietary Rights:

State Transport Authority, Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the STA's request, the Consultant shall take all necessary steps to submit them to the STA in compliance with the requirements of the contract.

25. Replacement of Key Personnel:

The key professionals to be deployed under this contract must be dedicated in nature. However, the STA reserves the right to request the Consultant to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the Consultant will provide CV of appropriate candidates within Fifteen (15) days for review and approval. The Consultant must replace the personnel within fifteen (15) working days from the date of approval of replacement. If one or more key personnel become unavailable / leaves the project for any reason midway under

the contract, the Consultant must notify the STA at least fourteen (14) days in advance and obtain the approval prior to making any substitution. In notifying the STA, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Acceptance of a replacement person by the STA shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Change in key professionals beyond the allowable limit of the contract leads to implication of liquidated damage up to 5% of the contract value.

26. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, war so revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify STA in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the STA in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise STA in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, STA reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

27. Settlement of Dispute:

The STA and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be adjudicated by competent court at Cuttack, Odisha.

28. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Document Fee & EMD as applicable
- A bidder submits more than one proposal for this RFP, all such proposals shall be rejected, and the bidder shall be disqualified from this bid process.

- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid.
- Proposal is not accompanied by all the requisite documents/information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest/best value
- Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- If, any of the bid documents(including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder)excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition/situation which holds the paramount interest of the **STA** during the overall selection process.

29. Liability:

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

30. Indemnity:

The Consultant at all times during the pendency of this agreement, keep the Government/ Authority/ Corporation/ **STA** Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

SECTION: 3 TERMS OF REFERENCE
(ToR)

1. Background : State Transport Authority

State Transport Authority (STA), Odisha is an apex body for enforcing and regulating transport administration in the State of Odisha. Office of STA, Odisha is located at Rajaswa Bhawan, 6th Floor, Rajaswa Bhawan, Chandini Chowk, Cuttack-753002.

STA, Odisha plays vital role in the state economic activities and touches almost all sections of the community. STA, Odisha is entrusted with the responsibility of various road transport related functions and activities including in administering, regulating and controlling Motor Vehicles in accordance with the provisions of the Motor Vehicles Act, 1988 and the Central Motor Vehicles Rules, 1989. The main mission of STA, Odisha is to ensure the strict compliance of provision of the Motor Vehicles Act 1988 and undertakes various road safety related activities.

Objective of The Scope:

- Strategic Advisory on Road Safety and knowledge Management
- Capacity Building, Skill Development and CSR participation on Odisha's Road Safety Campaign
- Stakeholder Coordination with other departments of Government of Odisha and other agencies/departments related to Safety
- Procurement and Advisory Support
- Infrastructure Improvement Advisory and Program Management for Road Safety Cell, STA Odisha (Technology and Beyond)

2. Broad Scope of Work

The broad scope of work for the consultancy firm shall include advisory support and assistance in the following major areas which shall include, but not limited to the list of tasks to be undertaken as follows

Strategic Advisory on Road Safety and knowledge Management

- To advise the STA on all matters pertaining to standard safety to be observed in Road Transport sector
- To oversee and review the various provision of Motor vehicles Act 1988 and Rules framed thereunder with emphasis on Road Safety
- To formulate & recommend methods for seeking public participation in Traffic Management for Road Safety.
- To suggest areas for research and development for improving of safety aspects on Road Transport sector which will include maintenance of data/statistics of road accidents and their analysis, development of innovative traffic & enforcement technology.

- To suggest and recommend for establishments of Road Safety Fund for implementation of schemes/programmes of Road Safety through Road Safety Cell in State Level as well as District Level.
- To notify annual targets for reduction of accidents and fatalities as fixed by the State Government/Transport Commissioner and draw up an annual action Plan to achieve the targets and monitor its implementation.
- Assessment of Road Safety scenario in The State, analyzing the situation and proposing solutions and based on agreed approach to addressing Road Safety issues in consultation with STA.
- Wherever applicable, classification of existing roads in the terms of safety hierarchy. Preparation of road safety improvement plan based upon safety hierarchy of the road.
- Identification of safety measures that the city authorities would need to implement as part of the road safety improvement.
- Establish a sustainable institutional framework for efforts to improve road safety. This includes legal, financial and organizational aspects as well as co-operation between different authorities
- To formulate State policy on Road Safety and State EV action plan.
- To collect on regular basis data on Road Accidents and analyze the data to identify areas/ road stretches /black spots and categories of accident victims should be focused upon.
- To study the traffic flow pattern at mid-block crossing and junctions of various district in Odisha.
- To Formulate and recommend the measures to be taken for imparting traffic education through print and electronic media.

Capacity Building, Skill Development and CSR participation on Odisha's Road Safety Campaign

- To Facilitate programmes like Training, workplaces seminar, conferences, debates etc. on the matters relating to Road Safety.
- Facilitate Capacity Building programs with help of various training sponsors and training agencies such as HMTV Driver Training, Road Engineers Training, Investigating Officer training, . Pre driving test Road Safety & Safe Driving Training program etc.
- Mobilise CSR and various partnership for Road Safety Activities for the State

Stakeholder Coordination with other departments of Government of Odisha and other agencies/departments related to Safety

- To coordinate with the fund management committee in managing and keeping proper accounts of the State Road Safety fund and ensure that fund is effectively utilized.
- Collect and review relevant land use, transportation plans, collision data information provided by STA officials.
- Collect secondary traffic and pedestrian count data from STA and available analysis reports for functional understanding.
- Coordination with traffic police and other enforcement agencies
- Facilitate integration of data from various programs into road safety dashboard

Procurement and Advisory Support

- Procurement and Transaction advisory support for engagement of Agency for Road signage audit, Automated Test-Driving Track and Training Centre, and others
- Advisory support including feasibility study, DPR and bid & transaction advisory for setting up new infrastructure in the state related to truck terminal, logistic park and trauma center, electric vehicle infrastructure, as would be required by STA.

Infrastructure Improvement Advisory and Program Management for Road Safety Cell, STA Odisha (Technology and Beyond)

- Facilitate onboarding of external agencies for examining safety issues of specific geometric design features, traffic control devices, delineators, roadside clear zones, detailed design of intersections, interchanges, grade separators, glare concerns and lighting, safety issues related to landscaping, provisions for special road users like elderly persons, school children, persons with disabilities, buses, equestrian, railroads, heavy trucks etc.
- To suggest Safe Road Infrastructure: STA, Odisha will take steps to promote conscious planning for safe design, construction and operations/ maintenance of roads. The STA will adopt the best practices for designing, construction and operations/ maintenance of the roads.
- Interim Report along with data analysis – Detailed secondary data analysis, black spot identification, primary survey, analysis, problem identification, checklist, score card, recommendations of Temporary and Permanent measures along with Geometric improvements for removal of Black Spots and minimizing of Accidents through IT intervention.
- Facilitate Mapping of ambulances & trauma center, model Learning License testing center project monitoring
- Establish a DBT platform for STA to accommodate various citizen benefit schemes formulated by STA

Facilitate Implementation of Road Safety Programs by State and Central Government Programs

- To ensure implementation of the directions given by the Central Government/State Government/Supreme Court Committee on Road Safety from time to time such as State support program compliance report etc.
- To facilitate implementation of Road Safety Schemes, Projects and Programmes as Recommended by State Road Safety Council and Committee
- Facilitate IRAD support at Road Crash site and ensure proper data is being recorded into the system by all stakeholders and bridge the gap

3. Expert/Resources Deployment

The core team would be deployed onsite Full time (unless there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location) and as per the minimum monthly deployment as mentioned below. Over and above that, State Transport Authority Odisha. reserves the right to increase or decrease the number of resources as well as experts as and when required as per the terms and conditions detailed below. The Consultant personnel shall be stationed at **STA**'s location in Cuttack, Odisha.

S#	Position	Role	Educational Qualification	Work Experience	Minimum Monthly Deployment
ONSITE Core Team					
1.	Principal Consultant	Project / Program Management Vendor Management, Project Management Road Safety Policy	<ul style="list-style-type: none"> MBA/ Post Graduate Diploma from premium institute/ university or M.Plan/ M.tech in Automobile / Mechanical/Civil Engineering/Transport or Equivalent 	<ul style="list-style-type: none"> 10 Years and above Relevant experience in Government project Experience in transport planning/ Transport Engineering/ Road Safety is preferable. Experience in preparation DPR and proposal for transport or related sector 	100% Onsite
2.	Managing Consultant	Capacity Building and Partnership	<ul style="list-style-type: none"> MBA /Post Graduate Diploma from premium institute/ university or Equivalent 	<ul style="list-style-type: none"> 10 Years Relevant experience in Capacity Building, Skill Development and Training, Partnership for Government Fluency in Odia/ Hindi and English 	100% Onsite
3.	Sr. Consultant	Knowledge Management	<ul style="list-style-type: none"> MBA/Post Graduate Diploma from premium institute/ university or Equivalent 	<ul style="list-style-type: none"> 7 years Relevant experience in Knowledge Management, Communication. Experience in Road and Transport sector or related projects is preferable. Fluency in Odia/Hindi and English. 	100% Onsite
4.	Consultant	Procurement and Transaction Advisory	<ul style="list-style-type: none"> MBA or Post Graduate Diploma from 	<ul style="list-style-type: none"> 4 years Relevant experience in Public Procurement and Transaction 	100% Onsite

S#	Position	Role	Educational Qualification	Work Experience	Minimum Monthly Deployment
			<ul style="list-style-type: none"> premium institute/ university or Equivalent 	<ul style="list-style-type: none"> Advisory in Transport Sector Government projects Fluency in Odia/Hindi and English. 	
5.	Associate Consultant 1	Monitoring Evaluation	<ul style="list-style-type: none"> BE/BTech/B.Plan/ B.Arch from premium institute/ university or Equivalent 	<ul style="list-style-type: none"> At least 2 years Relevant experience Experience in Government projects is preferable Fluency in Odia, Hindi and English. 	100% Onsite
6.	Associate Consultant 2	Monitoring Evaluation	<ul style="list-style-type: none"> BE/BTech/B.Plan/ B.Arch from premium institute/ university or Equivalent 	<ul style="list-style-type: none"> At least 2 years Relevant experience Experience in Government projects is preferable Fluency in Odia, Hindi and English. 	100% Onsite
7.	Experts Pool	<ul style="list-style-type: none"> Logistics and Infrastructure Expert Road Safety and Engineering Expert Route Rationalization and Optimization Expert Transport Policy Experts Capacity Building and Institutional Strengthening Experts Technology Expert 	<ul style="list-style-type: none"> MBA /Post Graduate Diploma/ Masters in relevant Field or Equivalent 	<ul style="list-style-type: none"> At least 10+ years Relevant experience in transport sector/ Road Safety/ Infrastructure or relevant experience as per the profile requirement Experience in Govt. Projects is preferable 	Multiple experts combined deployment of 48 Person months.

4. Payment, Timelines of deliverables

Following are the payment milestones and deliverables for the consultant

Sl. No.	Description of Items	Corresponding time frame (months)	Payment Milestone- Professional fees
1.	Project Inception Report and Project Deliverables Plan	15 days from Signing of Contract	2 % of the Quote "T" as per Commercial Format- Fin-1
2.	Operational Plan for Direct Benefit Transfer of citizen Centric disbursements	Duration of Contract	2 % of the Quote "T" as per Commercial Format- Fin-1
3.	Go-Live for Direct Benefit Transfer of citizen Centric disbursements	Go-Live	2 % of the Quote "T" as per Commercial Format- Fin-1
4.	Data Stories - 4 nos.	Duration of Contract	4% of the Quote "T" as per Commercial Format- Fin-1 (1 % per each Data story)
5.	One Award or Recognition at National/ Global level showcasing STA's achievements and best practices	Duration of Contract	2% of the Quote "T" as per Commercial Format- Fin-1
6.	Mobilize at least Two CSR Partnerships or INR 100 lakhs for STA Training and Capacity Building or other eligible activities	Duration of Contract	4 % of the Quote "T" as per Commercial Format- Fin-1 (to be paid on prorated basis on each CSR partnership/ Fund Mobilisation)
7.	Conceptualize strategic innovation/ initiatives for STA and their implementation	Duration of Contract	1 % of the Quote "T" for each such initiatives, Maximum 4% as per Commercial Format- Fin-1
8.	Monthly Progress Report (MPR) and Annual Progress Report and other Deliverables as and when required by the Authority	Before the 5 th day of the next month	80% of the Quote "T" as per Financial Proposal – FIN-1 as Equated Monthly Installment over a period of 2 years on submission of MPR

5. Contract Period

Contract will be for a period of 2 years from the date of deployment of the personnel in State Transport Authority, Odisha with an annual escalation of 5% applicable on the Man month quoted as per the bid amount, every year post the initial date of Agreement. The agreement can be renewed for a further period of 2 years on mutually agreed terms and conditions ,if necessary. Over and above that, State Transport Authority Odisha. reserves the right to increase or decrease the number of resources as well as experts as and when required as per the terms and conditions detailed below.

6. Payment Terms and Schedule:

- i. The Professional fees payments shall be released as per terms defined in this Section.

- ii. The Invoice will be submitted Monthly or as per delivery completion along with attendance.
- iii. The payment will be made within 30 days after submission of Invoice with all supporting documents.
- iv. The Selected Agency shall submit the requisite deliverables and satisfactorily perform work as specified under the contract. The requisite payment will be released by the STA upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
- v. TA/ DA and expense for deployed consultants related to travel outside Bhubaneswar for official purpose only, shall be reimbursed in such cases where arrangements are not being made by STA. The eligible rate is as per equivalent class of officers of Govt. of Odisha
- vi. To claim reimbursement, deployed consultants needs to submit the Travel Expense Claim along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip
- vii. Submission of hotel bills is mandatory with the Travel Expense Claim
- viii. For local travel during official visit within Bhubaneswar/Cuttack, Consultants will make their own arrangements for conveyance.
- ix. For additional resources (Experts deployed during the project), payment shall be made on quarterly basis. TA/ DA and expense of the Experts, who shall be called as and when required, would include flight from home location to Project Location, Stay and Daily allowance. The expenses shall be reimbursed in such cases where arrangements are not being made by STA. Admissible rate is as per equivalent class of officers of Govt. of Odisha
- x. No payments will be made for any additional work (other than the contracted as per the scope of work of the RFP) which has not been approved in writing by the competent authority of State Transport Authority Odisha.

7. STA' inputs and Counterpart Services and Facilities:

Office space, furniture, printers, office stationery will be made available to the consultants by State Transport Authority Odisha. The consultancy firm will be responsible to arrange at its own cost for laptop/desktop and internet connection for project team.

8. Availability of resources at STA office:

All the resources as mentioned above shall be available on all working days as per Govt. of Odisha calendar and as and when asked by the STA. Resources deployed by Agency may be allowed 20 (Twenty) leaves per year on pro-rata basis, however prior intimation of the State Transport Authority Odisha shall be required before availing the leave.

9. No Idle Time Charges

No idle time charges shall be payable by the STA, in any case whatsoever.

10. Action and Compensation in case of default

➤ Condition of Default:

- a. The deliverables at any stage of the project as developed/implemented by the selected agency do not take care of all or part thereof the scope of work as agreed and defined under the contract with the .
- b. The deliverables at any stage of the project as developed/ implemented by the selected agency fails to achieve the desired result or do not meet the intended quality and objective as required by the STA.
- c. The documentation is not complete and exhaustive.
- d. There is a change in resource before the completion of a pre-defined period.

➤ The STA may impose penalty on the selected agency providing the services as per the service levels defined in this RFP.

11. Service Level and Penalty

Delays in the Selected Agency's performance

Performance of the services shall be made by a selected agency in accordance with the service levels as specified in below table:

Sl No.	Service Level	Expected Service Level	Penalty level in case of Default
1.	Deployment of all personnel for project after signing the contract or any subsequent requirement from the STA during the contract period	<ul style="list-style-type: none">• 2-3 weeks for Principal Consultants• 1-2 weeks for Senior Consultants• 1 week for Consultant	10% of Monthly Payment Due ONLY in the succeeding month.

Replacement will be allowed in case any of the following holds true for the personnel.

- i. Resignation and Medical emergency of personnel subject to furnishing of appropriate relieving certificate to STA.
- ii. Any unavoidable circumstance with appropriate reasons provided in writing and agreed by the STA.

Sl No.	Service Level	Expected Service Level	Penalty level in case of Default
1.	Replacement of Personnel on resignation/medical emergencies (including death)	a. Resignation: Alternate CV must to be submitted before 1 month incase of resignation including Minimum 2 weeks of handover time. of RFP.	10% of Monthly Payment Due only in the succeeding month (Above penalty will be levied if the

Sl No.	Service Level	Expected Service Level	Penalty level in case of Default
		b. Medical Reason (including death): Alternate CV must to be submitted before 2 weeks from the date of event Replacement CV to meet the required criteria	personnel will not report at STA after 3 weeks from the date of acceptance /approval of CV by STA)
2.	Replacement of personnel at request of STA due to non-performance of resource	Maximum 3 weeks from date of intimation by the STA, including Minimum 2 weeks of Handover time. Replacement CV to meet the required criteria of RFP	10% of monthly payment due only the succeeding month. Note: above penalty will be levied if the personnel will not reported at STA after 3 weeks from the date of acceptance/approval of CV by STA)
3.	Replacement of personnel at the request of the Selected Agency	No replacement within 6 Months. Maximum 1 replacement within a year, with minimum 2 weeks of handover time	10% of monthly payment due only in the succeeding month
4.	Deployment of only those candidates that have been approved by STA	No changes shall be made within 6 months from starting of the project.	Upto 10% of the contract value on the selected agency or as it may seem appropriate.

12. Calculation of Penalties:

- In situation, where the Selected Agency has incurred a Penalty of equal to or more than Five (5) % for Three (3) consecutive months at any time during the Contract Period, the STA reserves the right to either invoke the termination Clause or terminate the Contract.
- The STA also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the, if for any reason stated in the Contract document, the Contract of the Selected Agency shall be terminated.

- Total Penalty shall be capped subject to 10% of the Monthly total payments at any time of the Contract. In such situation where the total penalty exceeds the above limit of 10% of the Monthly payments at any time during the Contract, the STA reserves the right to terminate the Contract.

13. Service Levels Change Control

- It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period. Any changes to the Service Level provided during the term of the Contract between the STA and the Selected Agency, as defined above, documented and negotiated in good faith by the Selected Agency. Change in Service Level can be requested by either party.
- Upon receiving any revised requirement in writing from STA, the Selected Agency would discuss the matter with the STA for better understanding and requirement.
- In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter to STA as well as discuss the matter with STA, giving reasons thereof.
- In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- If it is mutually agreed that such requirement constitutes a "Change in Service Levels" then a new Service Level Agreement will be prepared and signed by the Selected Agency and to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.
- In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in the contract.

14. Exit Policy and Procedures for Temporary Staffing personnel:

- At the time of expiry of Contract period, as per the Contract, between the Selected Agency and the STA, the Selected Agency needs to ensure a complete knowledge transfer by their deployed Personnel to the new Personnel replacing them.
- Confidential Information, Security and Data: The Selected Agency on the commencement of the exit management period will promptly supply all the following:
 - All information relating to the current services rendered;
 - Documentation relating to any of the Project's Intellectual Property Rights;
 - Any Project data and confidential information;
 - All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable , to carry out due diligence in order to transition the provision of the Services to ;
- All hardware (including laptops, printers, pen drives etc. ,if any,) which is a property of the STA. Before the date of exit of Selected Agency, the Selected Agency shall deliver to the STA all new or up-dated materials from the categories set out in clauses above and shall not retain any copies thereof. However, the Selected agency may retain the copy of documents, records, working paper etc. which they have acquired during execution of the assignment/already delivered to /.

Section: 4 Technical Proposal Submission
Forms

TECH -1 Covering Letter

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

.....
.....
.....

Subject: Engagement of Technical Support Agency to provide experts and resources to Road Safety Cell of State Transport Authority, Govt. of Odisha

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. Dated: I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to 120 Days from the date of submission of the bid and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate based on the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further precontract costs. In case, any provisions of this RFP/ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including for feature of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH -2 Bidders Details

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Bid Document Fee Details Amount: Reference No. : Date: Name of the Bank:	
6	EMD Details Amount Reference No. : Date: Name of the Bank:	
7	PAN Number	
8	Goods and Services Tax Identification Number (GSTIN)	
90	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 3 Financial Turnover Capacity of Bidder

Bidder Organization (Financial Details)

Financial Information in INR				
D	FY 2018-19	FY 2019-20	FY 2020-21	Average
Annual Turnover/ Revenue (in Crores)				
Supporting Documents: CA Certificate and Audited Financial Statements (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)				

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

Name and Designation with Date and Seal: _____

TECH – 4: FORMAT FOR POWER OF ATTORNEY

(On Bidder's Letter Head)

I, _____, the _____ (Designation) of (Name of the Organization) in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the <Notification / Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

CERTIFIED:

Signature, Name & Designation of person executing attorney:

Address of the Bidder

TECH - 5 Experience Details**(BIDDER'S PAST EXPERIENCE DETAILS)**

Sl. no.	Period	Name of the Assignment with details thereof	Name of the	*Contract Value (in INR Lakhs) and Duration in Month	Date of Award/ Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							

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

Name and Designation with Date and Seal: _____

TECH – 6 Declaration Format

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER'S LETTER HEAD

I hereby declare that our agency as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Para (4).

I also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

TECH -7: Comments and Suggestion on ToR

Comments and Suggestions on the Terms of Reference/Scope of Work

A: On the Terms of Reference / Scope of Work:

[The consultant needs to present and justify in this section, if any modifications to the Terms of Reference he is proposing to improve performance in carrying out the assignment (such as deleting some activity considering unnecessary, or adding another, or proposing a different phasing of the activities / study process modifications). Such suggestions should be concise and to the point and incorporated in the technical proposal. Modification / suggestion will not be taken into consideration without adequate justification. Any change in manpower resources will not be taken into consideration]

B: On Input and Facilities to be provide by the :

[Comment here on inputs and facilities to be provided by the with respect to the Scope of Work and Study Implementation]

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH -8 Description of Approach and Methodology

DESCRIPTION OF APPROACH AND METHODOLOGY TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology:

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Detail research design including sample design and estimation procedure.
- b. Suggestive tools for data collection.
- c. Analysis of field data and preparation of reports
- d. Any other issues

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH – 9 Format of Curriculum Vitae (CV)

Format of Curriculum Vitae (CV) for Proposed Core Staff- Onsite consultants only

1. Proposed Position:

[For each position of key professional separate form Tech-9 will be prepared]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Nationality :

7. Education :

[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]

8. Membership in Professional Associations:

9. Other Trainings :

10. Countries of Work Experience:

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

1	Procurement Entity Name	
	From[Year] – To[Year]	
	Position held	
	Task Assigned [List all the performed task under this assignment]	
2	Procurement Entity Name	
	From[Year] – To[Year]	
	Position held	
	Task Assigned [List all the performed task under this assignment]	

1. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the	
Project Feature	
Position Held	
Activities Performed	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Section: 5
Financial Proposal Submission Forms

FIN-1 (Financial Proposal)

Sub: **Financial Bid for Engagement of Technical Support Agency to provide experts and resources to Road Safety Cell of State Transport Authority, Govt. of Odisha**

Having gone through the RFP document and having fully understood the Scope of Consultancy; we are pleased to quote the following Professional Fees for the Consultancy:

S#	Position	No of Resources	Estimated Duration	Man month Rate excluding applicable tax in INR	Total Cost in INR excluding applicable tax in INR
A	B	C	D	E	F=C*D*E
1.	Principal Consultant (Project/Program Management)	1	24 months		
2.	Managing Consultant- Capacity Building and Partnership	1	24 months		
3.	Sr. Consultant- Knowledge Management	1	24 months		
4.	Consultant- Procurement and Transaction Advisory	1	24 months		
5.	Associate Consultant-1	1	24 months		
6.	Associate Consultant-2	1	24 months		
7.	Experts Pool <ul style="list-style-type: none">Logistics and Infrastructure ExpertRoad Safety and Engineering ExpertRoute Rationalization and Optimization ExpertTransport Policy ExpertsCapacity Building and Institutional Strengthening ExpertsTechnology Expert	Multiple resources to be deployed for entire project period up-to a maximum of 48 months	48 months		
Total Professional fees for a period of 2 years in Figures- INR					Sum of Above (T)
Total Professional fees for a period of 2 years in Words- INR					Sum of Above (T)

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
2. GST payable shall be as per Applicable Rules over the Fee quoted
3. Any discrepancies between Figures and Words, Words shall prevail.
4. The Authority reserves the right to increase or decrease the resource as per the requirement of the authority. The applicable man month rate would be considered for any additional requirement of resources

Our Financial Proposal shall be binding upon us for the Consultancy and this Proposal would be valid up to 120 days from the Proposal Due Date. This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses.

The Financial proposal is without any condition.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Section 6 Bid Submission Check List

Annexure-I

Sl. No.	Description	Submitted(Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Document Fee of Rs. _____		
4	Rs. _____ as EMD		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favor of the person signing the bid on behalf of the bidder.		
12	List of completed/on-going assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders/agreement/ LOA/ PO mentioned in the RFP for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies as on date of submission of the bid.		
15	Comments and Suggestions (TECH – 7)		
16	Description of Approach, Methodology & Work Plan (TECH - 8)		
17	CV of Key Professionals (TECH – 9)		
18	Work Plan (TECH – 10)- Please submit the Work Plan in Gantt Chart format.		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Covering Letter and Summary of Financial Proposal (FIN-1)		

Undertaking:

All the information has been submitted as per the prescribed format and procedure.

- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

Annexure-II

PERFORMANCE BANK GUARANTEE FORMAT

To,

.....
.....
.....

WHEREAS(Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service "**Engagement of Technical Support Agency to provide experts and resources to Road Safety Cell of State Transport Authority, Govt. of Odisha**"(herein called contract) **AND WHEREAS** it has been stipulated by **State Transport Authority Odisha**. in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; **AND WHEREAS** we have agreed to give the supplier such a bank guarantee;

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

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

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

This performance bank guarantee shall be valid until the day of _____, <Year>

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

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

Section 7 Standard form of Contract-
Draft

Note: This draft Agreement is a generic document and shall be modified based on particulars of the Project.

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Consultant
 - 4. Consultants' Personnel
 - 5. Obligations of the
 - 6. Payments to the Consultant
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A – Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between [name of] (hereinafter called the ""), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

WHEREAS

(a) the Consultant, having represented to the "STA" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated issued by the ;

(b) the "STA" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

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

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

- a. The General Conditions of Contract;
- b. The Special Conditions of Contract;
- c. The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Consultant"

Appendix F: Duties of the Agency

2 The mutual rights and obligations of the "STA" and the Consultant shall be as set forth in the Contract, in particular:

- a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) the "STA" shall make payments to the Consultant in accordance with the provisions of the Contract.

1. GENERAL PROVISIONS

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

- a) "Applicable Law" means the laws and any other instruments having the force of law in Odisha for the time being.
- b) "Agency" means any private or public entity that will provide the Services to the "" under the Contract.

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

1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "STA" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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

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

1.5 Notices

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

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

1.6 Location: The Services shall be performed at such locations as would be decided by STA.

1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "STA" or the Consultant may be taken or executed as would be decided by STA.

1.9 Taxes and Duties: The Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India without any liability to STA.

1.10 Fraud and Corruption

1.10.1 Definitions: That Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the STA defines, for the purpose of this provision, the terms set forth below as follows:

a. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

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

c. "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the STA designed to establish prices at artificial, non- competitive levels;

d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Consultant.

a. The STA may terminate the contract if it determines at any time that the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract;

b. The STA may also sanction against the Consultant, including declaring the Consultant ineligible, black listed, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an STA-financed contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract : This Contract shall come into force and effect on the date (the "Effective Date") mentioned in the contract.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective or acted upon within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the

other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall carry out the Services assigned by STA not later than the number of days after the Effective Date specified in the SC.

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

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

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

2.7 Force Majeure

2.7.1 Definition

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

b. Force Majeure shall not include

i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's or agents or employees nor ii. any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

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

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

2.7.3 Measures to be Taken:

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

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

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

d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "STA", shall either:

i. demobilize,;or

ii. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC8.

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

2.9 Termination

2.9.1 By the "STA": The "STA" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) (90) days of receipt of such notice of suspension or within such further period as the "STA" may have subsequently approved in writing. In the event of termination State Transport Authority Odisha. shall pay service provider for goods delivered and services rendered till the date of termination.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8hereof.
- d) If the Consultant, in the judgment of the "STA", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Consultant submits to the "STA" a false statement which has a material effect on the rights, obligations or interests of the "STA".
- f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the STA.

- g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated by STA to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- h) If, 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 sixty (60) days.
- i) If the "STA", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.1 In such an occurrence the "STA" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "STA", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC2.9.2.

- a) If the "STA" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, 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 sixty (60) days.
- c) If the "STA" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- d) If the "STA" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "STA" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause

GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

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

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC2.9.1 or GC

2.9.2 hereof, the "STA" shall make the following payments to the Consultant:

- a. If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective

date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

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

2.9.6 Disputes about Events of Termination: Any dispute between the parties will be resolved amicably. If dispute not resolved, court at Cuttack will have jurisdiction to adjudicate the mater.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

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

a. The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

3.3 Confidentiality : Except with the prior written consent of the "STA", the Consultant and the Personnel shall not at any time communicate to any person or entity any

confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any person to take out and maintain insurance, at their own cost but on terms and conditions approved by the "STA", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "STA's request, shall provide evidence to the "STA" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

3.6 Consultant's Actions Requiring "s Prior Approval: The Consultant shall obtain the "STA's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts : the Consultant shall not subcontract work relating to the Services to an extent and with such experts and entities without prior approval by the "STA". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services.

Consultant to provide a replacement, with qualifications and experience acceptable to the "STA", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the "STA" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in E-Mail or any other mode as decided by STA in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the "STA" : All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the STA" under this Contract shall become and remain the property of the "STA", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "STA", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the and the reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the STA's prior written approval to such agreements, and the "STA" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "STA": Equipment, vehicles and materials made available to the Consultant by the "STA", or purchased by the Consultant wholly or partly with funds provided by the "STA", shall be the property of the "STA" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "STA" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the STA's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "STA"

in writing, shall insure them at the expense of the "STA" in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultants : Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL

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

4.2 Description of Personnel :

a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "STA", his/her name is listed as well.

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

c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "STA" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

4.4 Removal and/or Replacement of Personnel:

a. Except as the "STA" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

b. If the "STA" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the STA's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "STA".

c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to

the prior written approval by the "STA". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the "STA", the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "STA"

5.1 Assistance and Exemptions : Unless otherwise required, the "STA" shall use its best efforts to ensure that:

a. Provide the Consultant and Personnel with work permits and such other documents as shall be necessary to enable the Consultant or Personnel to perform the Services.

b. Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

c. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

d. Provide to the Consultant and Personnel any such other assistance as may be required.

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

5.3 Services, Facilities and Property of the "STA":

(a) The "STA" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment : In consideration of the Services performed by the Consultant under this Contract, the "" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel :

a. If necessary, the "STA" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "STA" with the Consultant's advice, if specified in Appendix E.

b. Professional and support counterpart personnel, excluding STA's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the

Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "STA" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THECONSULTANT

6.1 Total Cost of the Services

a. The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the and as negotiated thereafter.

b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

a. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms.

b. Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "STA". The Services shall be deemed completed and finally accepted by the "STA" and the final report and final statement shall be deemed approved by the "STA" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "STA" unless the "STA", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "STA" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "STA" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "STA" for reimbursement must be made within twelve (12) calendar months after receipt by the "STA" of a final report and a final statement approved by the "STA" in accordance with the above.

d. For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the after submission by the consultant and the consultant has made presentation to the (Mention this if presentation is required) with /without modifications to be communicated in writing by the to the consultant.

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

f. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

g. With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the communicated to the Consultant.

h. In case of early termination of the contract, the payment shall be made to the consultant as mentioned herewith:

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

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

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract : The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute to be adjudicated by competent Court at Cuttack, Odisha.

8. SETTLEMENT OF DISPUTES

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

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount

specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

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

10. Miscellaneous provisions:

- I. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- II. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- III. The Consultant shall notify the "STA" / the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- IV. The Consultant shall at all times indemnify and keep indemnified the "STA"/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- V. The Contractor/Consultant shall at all times indemnify and keep indemnified the "STA"/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- VI. The Consultant shall at all times indemnify and keep indemnified the "STA" /Government of India against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
All claims regarding indemnity shall survive the termination or expiry of the Contract.
- VII. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the "STA"/ Government of India or the .

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	The addresses are:
		1. “ ” : Attention :
		Facsimile :
		2, Consultant :
		Attention :
		Facsimile :
2.	1.7	{Lead Partner is [insert name of member]}
3.	1.8	The Authorized Representatives are: For the “ ”:
		For the Consultant:
4.	2.1	{The effectiveness conditions are the following: [insert conditions]}
		Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the , “ ”s” approval of Consultant’s proposals for appointment of specified key staff members, effectiveness of Loan, receipt by Consultant of advance payment and by “ ” of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.
5.	2.2	The time period shall be [insert time period, e.g.: four months].
6.	2.3	The time period shall be [insert time period, e.g.: four months].
7.	2.4	The time period shall be [insert time period, e.g.: twelve months].
8.	3.4	Limitation of the Consultants’ Liability towards the “ ” {Note: Proposals to introduce exclusions/limitations of the Consultants’ liability under the Contract should be carefully scrutinized by s/“ ”s. In this regard the parties should be aware of the ’s policy on this matter which is as follows: 1. If the Parties agree that the Consultants’ liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC

		<p>3.4 from the SC.</p> <p>2. If the Parties wish to limit or to partially exclude the Consultants' liability to the "STA", they should note that, to be acceptable to the STA, any limitation of the Consultants' liability should at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the "STA", and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability should not be limited to less than a multiplier of the total payments to the Consultants under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the . Also, the Consultants' liability should never be limited for loss or damage caused by the Consultants' gross negligence or willful misconduct.</p>
9.	3.5	<p>The risks and the insurance coverage shall be as follows: (Note : Delete/modify whichever is not applicable)</p> <p>(a) Professional liability insurance to cover the against any loss suffered by the due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency];</p> <p>(b) Workers' compensation insurance in respect of the Personnel of the Consultant in accordance with the relevant provisions of the Applicable Labour Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(c) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Consultant's property used in the performance of the Services, and</p> <p>(iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p>

		Note: If there are no other actions, delete this Clause SC 3.6. If the Services consist of or include the supervision of civil works, the following action should be inserted:
10.	4.6	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} Note: If there is no such manager, delete this Clause SC 4.6.
11.	{5.1}	Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.
12.	6.1(b)	The ceiling in local currency is: [insert amount and currency]
13.	6.3	[Delete whichever is not applicable]

For lump-sum contracts payment will be made based on milestones indicated for each activity as below:

Activity 1:

Sr. No.	Milestone (Deliverables)	Time period for submission	Payment (as % of the total service cost)
1.			
2.			
3.			
4.			
Total			

Activity 2:

Sr. No.	Milestone (Deliverables)	Time period for submission	Payment (as % of the total service cost)
1.			
2.			
3.			
4.			
Total			

OR

2. For time-based contracts remuneration will be paid on monthly basis.

14.	8.3	The Arbitration proceedings shall take place in (indicate name of the city) in India.
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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

1. For and on behalf of the State Transport Authority Odisha.
(Witnesses)

- (i). .
- (ii). .

For and on behalf of [name of the Consultant] (Witnesses)

- (i).

- (ii). .

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

2. For and on behalf of each of the Members of the Consultant.
[name of member] [Authorized Representative]

3. [Name of member]
[Authorized Representative]

IV. APPENDICES

Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

The Consultants Key personnel and all other Professional shall work as per Government of Odisha timelines. In this context, in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the for consideration. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion

Appendix D: Total Cost of Services

Please refer ToR

Appendix E: Duties of the “”

Please refer TOR

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