



Bhubaneswar Development Authority

Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha 751001

Ph: +91-0674-2392801

RFP No.: 32893/BDA

Dated: 21/11/2024

F&A- Accs- 06/2019-20

## SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

Bhubaneswar Development Authority (BDA) intends to select an agency for "Selection of Chartered Accountant Firms for Statutory Audit for Bhubaneswar Development Authority (BDA)

Interested agencies may participate in this tender and submit their proposal. The RFP documents will be available from 26.11.2024 to 11.12.2024 and can be downloaded from Odisha e-procurement portal i.e., <https://tendersodisha.gov.in>. The completed proposal, as per instruction in the RFP document, should be submitted on the portal latest by 11.12.2024 up to 17:00 hrs. Please refer to the RFP document for further details.

BDA reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BDA also reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Finance Member

Bhubaneswar Development Authority

Signature Not Verified

Digitally signed by RUDRA N ACHARYA  
Date: 2024.11.25 17:15:03 IST  
Location: Odisha-OD



# Request for Proposal

for

**SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR  
STATUTORY AUDIT FOR BHUBANESWAR DEVELOPMENT  
AUTHORITY (BDA)**



**Bid Identification No. RFP 32893/BDA/2024-25**

**RFP Issued on 21/11/2024**

Bhubaneswar Development Authority  
Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha 751001  
E-mail: [fmbdabbsr@gmail.com](mailto:fmbdabbsr@gmail.com) Ph: +91-0674-2392801

## **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 Authority 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 Authority 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 Authority 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 Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 Authority 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 Authority may in its absolute discretion, but without being under any obligation to do so,

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Authority 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 Authority 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 Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.



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**DATA SHEET**

Sr.	Particular	Details
1.	Name of the Client	<b>The Finance Member</b> Bhubaneswar Development Authority Akash Shova Building, Bhubaneswar-751001, Odisha
2.	Method of Selection & Proposal Validity	Least Cost Selection (LCS)
3.	Bid Validity	180 Days
4.	Date of Issue of RFP	From 26/11/2024 onwards
5.	Deadline for Submission of Pre-Proposal Query	NA
6.	Pre-proposal meeting	NA
7.	Proposal Due Date	11/12/2024 (17.00 hrs.)
8.	Date of opening of Technical Proposal	11/12/2024 (18.00 hrs.)
9.	Date of opening of Financial Proposal	Will be intimated later on to the technically qualified bidders
10.	Bid Processing Fee (Non-Refundable)	INR 11,800/- (Rupees Eleven thousand and eight hundred only) in ONLINE Mode only.
11.	Earnest Money Deposit (EMD) (Refundable)	INR 25,000/- (Rupees Twenty-five thousand only) in ONLINE Mode only
12.	Contact Person	<b>Accountant,</b> Bhubaneswar Development Authority (BDA), Akash Shova Building, Sachivalaya Marg, Bhubaneswar-751 001 E-mail ID:
13.	Address for Submission of Proposal	<b>Mode of Submission:</b> Bids shall be submitted through online mode only.  Submission of bid through any other mode and late bid will be rejected.
14.	Performance Bank Guarantee (PBG)	10 % of the contract value
15.	Minimum Yearly Audit Fee	INR 40,000/- (Rs. Forty thousand only)
16.	Place of Opening of Proposal	Conference Hall of the <b>Bhubaneswar Development Authority (BDA),</b> Akash Shova Building, Bhubaneswar - 751001, Odisha.
RFP can be downloaded from: <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>		

**SECTION: 1**

**LETTER OF INVITATION**

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

**LETTER OF INVITATION**

RFP No: 32893/BDA/2024-25

Dated: 21.11.2024

**Name of the Assignment: Selection of Chartered Accountant Firms for Statutory Audit for Bhubaneswar Development Authority (BDA)**

**Bhubaneswar Development Authority (BDA)**, (the “**Authority**”), invites proposal from reputed **chartered accountant firms for** *Selection of Chartered Accountant Firms for Statutory Audit for Bhubaneswar Development Authority (BDA)*.

1. A bidder will be selected under **Least Cost Selection (LCS)** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide *Office Memorandum No. 3723/F, Dated: 30.11.2018* of Finance Department, Govt. of Odisha.
2. The proposal completes in all respect as specified in the RFP Document must be accompanied with a **Non-refundable** amount of **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** towards **Bid Processing Fee** and a **Refundable amount** towards EMD of **INR 25,000/- (Rupees Twenty-five thousand only)** as prescribed in RFP, failing which the bid will be rejected.
3. The last date and time for submission of proposal, date of opening of the technical proposal as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
4. This RFP includes 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. Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
5. While all information/ data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client 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 Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Finance Member**

**Bhubaneswar Development Authority**

**SECTION: 2**

**INSTRUCTION TO BIDDERS**



SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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**1. Pre-Qualification Criteria**

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. 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.

Sr.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Partnership Firm registered under the relevant act / laws	Certificate of registration or partnership deed and copy of constitution certificate
2.	The bidder should have been in the relevant business for more than 5 years from the date of Incorporation on the last date of submission of the proposal.	
3.	The bidder should have minimum 3 full time partners out of them at least 2 partners should be Fellow Member (FCA) of Institute of Chartered Accountants of India.	Copy of Constitution Certificate
4.	Firm must have an office in Bhubaneswar	
5.	The Firm Should be empaneled with CAG	Copy of CAG empanelment
6.	<p>Bidder should must have completed (during the last 5 Financial Years) at least:</p> <p>i. One (1) yearly contract of similar nature of work having consultancy fee not less than INR 80 Thousand;</p> <p style="text-align: center;">OR</p> <p>ii. Two (2) yearly contracts each of similar of nature work having consultancy fee not less than INR 50 Thousand;</p> <p style="text-align: center;">OR</p> <p>iii. Three (3) yearly contracts each of similar of nature work having consultancy fee not less than INR 40 Thousand</p> <p><b>Note:</b> The Firm should have provided <b>Similar Nature of Services*</b> (as defined in scope of work) to government authority/ government body/ central PSU/ state PSU/ government institution during last 5 years</p>	<p><b>TECH -5,</b> Copies of Work Order / Contract Document</p> <p>and</p> <p>Completion Certificate/Last Bill alongwith Bank Statement/CA Certificate</p>
7.	The bidder must have a minimum average annual turnover of INR 20.00 (Twenty) Lakhs during the last three audited financial years i.e., (2021-22, 2022-23, 2023-24)	<b>TECH - 3</b> along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ consultants.

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Sr.	Eligibility Criteria	Supportive Documents
8.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. <i>(Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary Public)</i>	Declaration from the Bidder as per the format on non-judiciary stamp paper <b>(TECH - 6)</b>
9.	The bidders shall submit a Power of Attorney in favour of the bidder's representative.	Copy of power of attorney <b>(TECH - 4)</b>
10.	Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in last 3 years on the letterhead of the bidder	Undertaking

*Please note that for the purposes of this RFP, consortium / JV is not allowed*

**2. Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL**

The bidder of consultants has to furnish the following documents duly signed in along with their Technical Proposal:

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH - 1) on bidder's letterhead requesting to participate in the selection process.
- iii. Copy of Bid Processing Fee and EMD
- iv. General Details of the Bidder (TECH - 2).
- v. Financial Capacity of the Bidder (TECH - 3)
- vi. Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
- vii. Experience of the Bidder ((TECH - 5)
- viii. Self-Declaration on Conflict of Interest (TECH - 6).
- ix. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past

*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 will 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 hard bound. Each page should be numbered and signed by the authorized representative.*

**3. Bid Processing Fee**

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The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** in online mode. Proposals received without bid processing fee will be out rightly rejected.

**4. Earnest Money Deposit (EMD)**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 25,000/- (Rupees Twenty-five thousand only)** in online mode.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP
- Bidder does not respond to requests for clarification of its proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the bidder fails to
  - provide any clarifications to the Client
  - agrees to the decisions of the contract negotiation meeting
  - sign the contract within the prescribed time period
  - furnish required Performance Bank Guarantee in time.
- Any other circumstance which holds the interest of the Client during the overall selection process.

**5. Validity of the Proposal**

Proposals shall remain valid for a period of **180 (One hundred eighty days)** from the date of opening of the technical proposal. The Client 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.

**6. Pre -Proposal Queries / Pre-Proposal Meeting**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to Bhubaneswar Development Authority (BDA) through e-mail till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded in the BDA website.

Pre-proposal meeting will be held as per schedule mentioned in the bidder data sheet.

**7. Preparation and Submission of Proposal**

Bidder must submit their proposals by online mode only on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that submits after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.

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**a. Documents Comprising the Bid**

The proposal shall be submitted in 2 (Two) parts, **Technical Proposal & Financial Proposal**. The Proposal shall be submitted in separate parts as under: **Part 1- Technical Proposal**

Part 1, the “**Technical Proposal**” should have the following documents:

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH - 1) on bidder’s letterhead requesting to participate in the selection process.
- iii. Copy of Bid Processing Fee and EMD
- iv. General Details of the Bidder (TECH - 2).
- v. Financial Capacity of the Bidder (TECH - 3)
- vi. Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the RFP)
- vii. Experience of the Bidder ((TECH - 5)
- viii. Self-Declaration on Conflict of Interest (TECH - 6).
- ix. Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in the recent past.

**Part 2-Financial Proposal**

The Part 2 the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in this RFP.

**b. Submission of Bids**

(Online submission as per Govt. of Odisha e-Procurement Procedure)

The "Technical Proposal" and "Financial Proposal" must have to be submitted in two separate prescribed formats/information mentioned in the RFP Document.

Cover I Technical Proposal: To be opened on the scheduled date and time.

Cover II Financial Proposal: Not to be opened except with approval of the Authority.

The contents of the “Technical Proposal” and “Financial Proposal” shall be as specified in Section 2 of ITB.

Note:

- a. The Scope of Work to be carried out by the Selected Agency is detailed in Section 3. The Bidders are required to quote for the entire scope of work detailed in Section 3, failing which the Bid will not be considered for evaluation.

Any deviation from the prescribed procedures / information / formats / conditions shall result in outright rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be outright 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.

**8. Opening of the proposal**

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The TECHNICAL PROPOSAL will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Data Sheet.

The FINANCIAL PROPOSAL only of the technically qualified bidders will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

Completed proposal must be submitted on or before the time and date stated in the Data Sheet.

## 9. Evaluation of Proposal

A three-stage evaluation process will be conducted as explained below for evaluation of the proposals:

- Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (pre-qualification criteria as mentioned in Sl. 1, Section-2) and the requisite documents / information have been properly furnished by the bidder or not. Submission of documents / information as per Clause 6.1 will be verified.
- Bids not complying with any of the documental requirement will be out rightly rejected at the discretion of the Authority's authority.

- **TECHNICAL EVALUATION (2nd Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:

#	Technical Evaluation Criteria	Marks	Documentary Evidence
<b>TQ 1.0</b>	<b>Company's Financial Profile</b>  <b>Marking Criteria:</b> Marks will be awarded based on average annual turnover as defined above in the last three financial years (2021-22, 2022-23, 2023-24)	<b>20</b>	<b>TECH-3</b>  Along with audited financial statements for three Financial Years (2021-22, 2022-23, 2023-24)
TQ 1.1	> 20.00 Lakhs and <= 22.00 Lakhs	7	
TQ 1.2	> 22.00 Lakhs and <= 24.00 Lakhs	14	
TQ 1.4	> 24.00 lakhs	20	
<b>TQ 2.0</b>	<b>Years of Business</b>	<b>10</b>	<b>For Company/LLP:</b> Certificate of incorporation as per relevant law
TQ 2.1	> 5 years and <= 7 years	3	
TQ 2.2	> 7 years and <= 9 years	5	
TQ 2.3	> 9 years and <= 11 years	7	
TQ 2.4	> 11 years	10	<b>For Partnership Firm:</b> Certificate of registration or partnership deed
<b>TQ 3.0</b>	<b>Relevant Experience</b>	<b>30</b>	

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#	Technical Evaluation Criteria	Marks	Documentary Evidence												
TQ 3.1	Bidder should have successfully completed the similar nature work as described in the scope of work in the past five (5) years in India or Abroad. <b>Marks for each category</b>		LoI/LoA/Agreement and Completion Certificate/Last Bill alongwith Bank Statement/CA Certificate												
	<table border="1"> <thead> <tr> <th>Consultancy Fee (INR)</th> <th>No. of Projects</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>40 Thousand</td> <td>3</td> <td>5</td> </tr> <tr> <td>50 Thousand</td> <td>2</td> <td>5</td> </tr> <tr> <td>80 Thousand</td> <td>1</td> <td>5</td> </tr> </tbody> </table>	Consultancy Fee (INR)		No. of Projects	Marks	40 Thousand	3	5	50 Thousand	2	5	80 Thousand	1	5	5
	Consultancy Fee (INR)	No. of Projects		Marks											
	40 Thousand	3		5											
	50 Thousand	2		5											
80 Thousand	1	5													
For each additional similar assignment (subject to maximum 25 points)	5 each														
<b>Project status = Completed</b>															
TQ 4.0	<b>No of Full Time Partners in the firm</b>	<b>20</b>													
TQ 4.1	3 Partners	10	Copy of Constitution Certificate												
TQ 4.2	For each additional Full Time Partners (subject to maximum of 10 points)	5 each													
TQ 5.0	<b>Number of FCA Partner in the firm</b>	<b>20</b>													
TQ 5.1	2 Partners	10	Copy of Constitution Certificate												
TQ 5.2	For each additional Full Time FCA Partners (subject to maximum of 10 points)	5 each													
	<b>Total</b>	<b>100</b>													

- (i) **Date, time and venue for Technical Presentation shall be intimated later.**
- (ii) In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. 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.

*Bidders who qualify in terms of technical proposal will be called for financial evaluation.*

- **FINANCIAL EVALUATION (3<sup>rd</sup> 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.

## 10. Evaluation Process



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The award of work shall be done on **Least Cost Basis (cost-based selection approach)** among the qualifying bidders, meeting eligibility requirements. The financial bids of the technically qualified bidders only shall be opened on the due date of opening.

- a) After the preliminary evaluation with regard to the compliances being met and bidder is found responsive, Authority may or may not notify those bidders whose proposals were not considered as per conditions of RFP. The Authority shall simultaneously notify qualifying firms indicating the date and time set for opening of the Financial Proposals.
- b) The Financial Proposals shall be opened publicly in the presence of the Agency's representatives who choose to attend. The name of the Agency and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e., whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- d) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The rank of proposal shall be determined according to their financial quote.
- e) Proposals shall finally be ranked according to their financial quote. The award of work shall be done on **Least Cost Basis (Cost Based Selection approach)** among the qualifying bidders.
- f) In case of a tie with respect to the bid price for **L1**, the bidder having higher technical score will be considered the preferred bidder.

#### **11. Performance Bank Guarantee (PBG)**

Within 7 days of notifying the acceptance of a proposal for award of contract, Selected Bidder shall have to furnish a Performance Bank Guarantee amounting to 10% of the contract value from a scheduled/commercial bank situated in Bhubaneswar in favor of "**Bhubaneswar Development Authority**" as per the format at **Annexure-II**, *for a period of 3 (three) months beyond the entire contract period* (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & 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**

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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. Minimum Yearly Fee**

Minimum yearly fee of the assignment is INR 40,000/- (Rs. Forty thousand only) excluding GST. If any bidder will quote their fee less than the above minimum fee, then bid of the bidder shall be rejected.

**14. Award of Contract**

After completion of the contract negotiation stage, the Client 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 **2 (two) years i.e., 2024-25 and 2025-26** and may be extended on mutually agreed terms.

**15. Conflict of Interest**

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

**16. Disclosure**

- a. 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 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.
- b. 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

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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.

**17. Anti-corruption Measure**

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. 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 Client 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.

**18. Language of Proposals**

The proposal and all related correspondence exchanged between the bidder and the Client 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.

**19. Cost of bidding**

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

**20. Legal Jurisdiction**

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

**21. 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 Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client 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 Client and the bidder under

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 1% per week of the payment due against that particular deliverable, subject to maximum of 10% of the total contract value in addition to termination of the contract. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

**22. 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 Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, 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.

**23. Amendment of the RFP Document**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through Odisha e-procurement website and BDA website. 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 Client may, at its discretion, extend the deadline for the submission of the proposals.

**24. Client's right to accept any proposal, and to reject any or all proposal(s)**

The Client 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.

**25. Copyright, Patents and Other Proprietary Rights**

BDA 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 Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

**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, wars or 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

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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prevents or delays the execution of the order by the agency If a force Majeure situation arises, the agency shall promptly notify Client 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 Client 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 Client 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, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

**27. Settlement of Dispute**

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Vice Chairman, BDA and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

**28. Disqualification of Proposal**

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

- Proposal submitted without Bid Processing Fee & EMD as applicable
- 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 or conditions
- 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

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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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 Client during the overall section 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 Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.



## **SECTION: 3**

# **TERMS OF REFERENCE (ToR)**

## 1. Introduction

### 1.1 Background

Bhubaneswar Development Authority (BDA) has been constituted by the Housing & Urban Development Department, Government of Odisha, to plan and regulate development within its plan area. The objective behind the constitution of the Authority was to take up planned and systematic development, prepare development plans including zonal development plans, undertake works pertaining to construction of housing colonies, shopping centers, markets, provide public amenities, regulate development and use of land and undertake schemes for improvement and clearances of slums and urban re-generation programmes. The city is well connected with the other parts of the country by rail, road and air. The reason for rapid growth of the Capital City may also be attributed to the major industrial developments taking place in the state of Odisha.

Bhubaneswar Development Authority (BDA) is a Development Authority constituted under the provisions of Odisha Development Authorities Act, 1982 (amended 2015). The Bhubaneswar Development Authority (BDA) has the statutory powers to prepare various Development Plans, Development schemes and Town Planning Schemes (TPS) under the provisions of aforesaid Act.

### 1.2 Project Objective

In order to enhance the operational efficiency and assisting sectional head, BDA wishes to select Chartered Accountant (CA) Firms for its Finance & Accounts Section. The selected CA Firm will be appointed for providing stipulated services to the BDA.

BDA proposes to select CA firm to conduct statutory audit and compliance of various statutory formalities for two years. i.e., **(Audit Work - Conducting Statutory Audit, Preparation and submission of Audit Report for FY- 2024-25 & 2025-26)**.

## 2. Detailed Scope of Work:

An indicative list of services which would be expected to be offered by the selected CA Firms for **Audit Work - Conducting Statutory Audit, Preparation and submission of Audit Report**.

- Detailed verification and examination of Balance sheet, Income statement and all statement of accounts and other relevant records of BDA for the relevant Year.
- Checking of Books of accounts, trial balance, General Ledger and Vouchers etc. for BDA for the relevant Year.
- Preparation and submission of Audit report in prescribed form 10B for the relevant financial year to BDA before filing I.T. return.
- The scope of a statutory audit includes examining the financial statements, accounting records, and internal controls of the BDA. The auditor will also

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

evaluate the BDA's overall financial health and assess its ability to continue as a going concern.

- The report of the statutory auditor is submitted to the stakeholders of the BDA at the annual general meeting, along with the financial statements.

In addition to the above, scope of a statutory audit includes:

**Examining financial statements**

Verify the accuracy of transactions and assess whether the financial statements comply with accounting standards.

**Reviewing accounting records**

Examine bank balances, bookkeeping records, ledgers, and other key documents.

**Assessing internal controls**

Evaluate the organization's internal controls and accounting systems.

**Evaluating overall financial health**

Assess the organization's overall financial health and its ability to continue as a going concern.

**Reviewing commercial operations documents**

Review documents pertaining to commercial operations, such as invoices, purchase orders, bills, and challans.

**SECTION: 4**

**TECHNICAL PROPOSAL  
SUBMISSION FORMS**

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

TECH-1  
COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

**To**

**The Finance Member**

**Bhubaneswar Development Authority**

Akash Shova Building, Bhubaneswar-751001, Odisha

**SUBJECT: SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY  
AUDIT FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA) [TECHNICAL  
PROPOSAL]**

**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 sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** 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 on the basis of 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 pre-contract 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 forfeiture 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: \_\_**

\_\_\_\_\_

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

**TECH-2**

**Bidder's Organisation (General Details)**

Sr.	Description	Full Details
1	<b>Name of the Bidder</b>	
2	<b>Address for communication:</b> Tel: Fax: Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No.: Email id:	
4	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
5	<b>Local office in Odisha</b> <b>If Yes, Please furnish contact details</b>	Yes / No
6	<b>Bid Processing Fee Details</b> Amount: Date: Name of the Bank:	
7	<b>EMD Details</b> Amount: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	<b>YES</b>
11	Willing to accept all the terms and conditions as specified in the RFP	<b>YES</b>

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_



SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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TECH - 3

**Bidder Organisation (Financial Details)**

Financial Information in INR				
Details	FY_____	FY_____	FY_____	Average
Turnover (in Lakh)				

*Supporting Documents:*

Audited certified financial statements for the last three financial years (2020-21, 2021-22, 2022-23) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

*Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.*

\_\_\_\_\_

*Signature and Seal of the Company Auditor with Date in original*

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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**TECH - 4**

**FORMAT FOR POWER OF ATTORNEY**

**(On Bidder's Letter Head)**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organisation) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organisation>**, **<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 favour 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:*

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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**TECH - 5**

**(BIDDER'S PAST EXPERIENCE DETAILS)**

Table -1 (List of completed assignments only of similar nature\*\* in any sector during last seven years)

Sl. no.	Period	Name of the Assignment with details thereof	Name of the Client	*Contract Value (in INR) 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							

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

*Note: Bidders are requested to furnish the list of assignments of similar undertaken during the last Seven (7) Financial Years (to be decided accordingly) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order/ Contract Document and Completion Certificate from the previous Clients need to be furnished along with the above information.*

**\*\*Please refer to Section-2 of RFP for definition of Similar nature of Works.**

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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TECH - 6

**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 (5). If yes, please furnish details of any such activities.*

If no, please certify,

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 (6)**.

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

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

## **SECTION: 5**

# **FINANCIAL PROPOSAL SUBMISSION FORMS**

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

FIN - 1

COVERING LETTER

(In Bidder's Letter Head)

[Location, Date]

**To**

**The Finance Member**

**Bhubaneswar Development Authority**

Akash Shova Building, Bhubaneswar-751001, Odisha

**SUBJECT: SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA) [FINANCIAL PROPOSAL]**

Sir

I, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures\*].

The above quoted amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **180 Days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

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

Yours faithfully,

**Authorized Signatory**

[In full and initials]

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

*\*Amount must match with the one indicated in Fin-2.*

**Note:**

*Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*



SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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**FIN - 2 (Appendix C)**

**SUMMARY OF COST ESTIMATES & FEE QUOTED**

<b>Sr.</b>	<b>Description</b>	<b>Amount (INR)</b>
1.	Total Professional Fee per Year	
2.	Goods & Services Tax	
3.	<b>Total Costs (Including GST)</b>	

**Total Costs in words:** \_\_\_\_\_

**Note:**

*Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*

## **SECTION: 6**

# **BID SUBMISSION CHECK LIST**

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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**Annexure - I**

Sr.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL PROPOSAL</b>			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of <b>Rs. 11,800/-</b> in online mode		
4	EMD <b>Rs. 25,000/-</b> in online mode		
5	General Details of the Bidder (TECH - 2)		
6	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		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments		
9	Self-Declaration on Potential Conflict of Interest (TECH- 6)		
10	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		

**Undertaking:**

- All the information has been submitted as per the prescribed format and procedure.
- Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.
- 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:** \_\_\_\_\_

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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Annexure - II

PERFORMANCE BANK GUARANTEE FORMAT

**To**

**The Finance Member**

**Bhubaneswar Development Authority**

Akash Shova Building, Bhubaneswar-751001, Odisha

**WHEREAS** \_\_\_\_\_ (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No \_\_\_\_\_ dated \_\_\_\_\_ to undertake the service **SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)** (herein after called "the contract").

**AND WHEREAS** it has been stipulated by **Finance Member, BDA, 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.

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
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.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

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

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

## **SECTION: 7**

# **STANDARD FORM OF CONTRACT**

## ***(Draft Agreement)***

*\*Subject to changes before entering into the final Agreement*

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

*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 and Sub-Consultants*

*5. Obligations of the Client*

*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 - Cost Estimates*

*Appendix D - Duties of the Client*

*Appendix E- Duties of the Consultant*

*Appendix F- Minutes of Negotiation Meeting and Letter for Revised Financial Quotation*

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

**CONTRACT FOR CONSULTANTS' SERVICES**

*Between*

**BHUBANESWAR DEVELOPMENT AUTHORITY**, a statutory body constituted under the Orissa Development Authorities Act, 1982 by notification no. 37627-HUD/31.8.1983, with its registered office at Ashok Shova Building, Sachivalay Marg, Bhubaneswar – 751 001, Odisha (hereinafter referred to as **BDA**.)

*And*

**XXXX**

**Dated:**



SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

**I. Form of Contract**

This CONTRACT (hereinafter called the "Contract") is made the **XXth** day of the month of **Month, Year**, between **Bhubaneswar Development Authority**, Bhubaneswar, Odisha on the one hand (hereinafter called the "**BDA**") (hereinafter called the "Client"), of the First Part and, XXXXXXXX a company duly organized and existing under the law of India and having its registered office at XXXXXXXXXXXXX, State, India (hereinafter called the "Consultant") of the Second Part.

**WHEREAS**

- a) the Consultant, having represented to the "Client" 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 Client;
- b) the "Client" 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
    - Appendix C:** Cost Estimates
    - Appendix D:** Duties of the "Client"
    - Appendix E:** Duties of the Consultant
    - Appendix F:** Minutes of Negotiation Meeting and Letter for Revised Financial Quotation
2. The mutual rights and obligations of the "**Client**" 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 "**Client**" shall make payments to the Consultant in accordance with the provisions of the Contract.

**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 BDA

2. For and on behalf of XXXXXXXXXXXX

SELECTION OF CHARTERED ACCOUNTANT FIRMS FOR STATUTORY AUDIT FOR  
BHUBANESWAR DEVELOPMENT AUTHORITY (BDA)

**In presence of (Witnesses)**

i.) A

ii.) B

**II. General Conditions of Contract**

**1. GENERAL PROVISIONS**

- 1.1. **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 1.1.1. **“Applicable Law”** means the laws and any other instruments having the force of law in Odisha for the time being.
  - 1.1.2. **“Agency”** means any private or public entity that will provide the Services to the “Client” under the Contract.
  - 1.1.3. **“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.
  - 1.1.4. **“Day”** means calendar day.
  - 1.1.5. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
  - 1.1.6. **“Foreign Currency”** means any currency other than the currency of the “Client’s” country.
  - 1.1.7. **“GC”** means these General Conditions of Contract.
  - 1.1.8. **“Government”** means the Government of Odisha
  - 1.1.9. **“Local Currency”** means Indian Rupees.
  - 1.1.10. **“Notice”** Written communication sent to Address for communication mentioned in contract.
  - 1.1.11. **“Party”** means the “Client” or the Agency, as the case may be, and “Parties” means both of them.
  - 1.1.12. **“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).
  - 1.1.13. **“Reimbursable expenses”** means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
  - 1.1.14. **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.

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- 1.1.15. **“Services”** means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- 1.1.16. **“Third Party”** means any person or entity other than the “Client”, or the Agency.
- 1.1.17. **“In writing”** means communicated in written form with proof of receipt.
- 1.1.18. **“CMC”** means Contract management Committee set up by Authority to Monitor the project.

**1.2. Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Client” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, 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 for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

- 1.6. **Location:** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the “Client” may approve.

**1.7. Deleted**

- 1.8. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Client” or the Consultant may be taken or executed by the officials specified in the SC.

- 1.9. **Taxes and Duties:** The Consultant, Sub-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.

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**1.10. Fraud and Corruption**

1.10.1. **Definitions:** It is the Client's policy to require that Clients as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

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

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

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

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

**1.10.2. Measures to be taken by the Client**

1.10.2.1. The Client may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation;

1.10.2.2. The Client may also sanction against the Consultant, including declaring the Consultant ineligible, 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, a client-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"**) of the "Client's notice to the Consultant instructing the Consultant to begin

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carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

- 2.2. **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, 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 begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4. **Expiration of Contract:** Unless terminated earlier pursuant to Clause 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:**
- 2.6.1. 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.
- 2.6.2. In cases of substantial modifications or variations, the prior written consent of the Client is required.
- 2.7. **Force Majeure**
- 2.7.1. **Definition**
- 2.7.1.1. 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

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power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

**2.7.1.2. Force Majeure shall not include**

2.7.1.2.1. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees nor

2.7.1.2.2. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

2.7.1.3. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability

**2.7.2. No Breach of Contract:** The failure of a Party to fulfil 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:**

2.7.3.1. 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.

2.7.3.2. 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.

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

2.7.3.4. 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 "Client", shall either:

2.7.3.4.1. demobilize, or

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

2.7.3.5. 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 GC 8.

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2.8. **Suspension:** The “Client” 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 “Client”:** The “Client” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs 2.9.1.1. through 2.9.2.12. of this Clause GC 2.9.1.

2.9.1.1. 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) days of receipt of such notice of suspension or within such further period as the “Client” may have subsequently approved in writing.

2.9.1.2. 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.

2.9.1.3. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.9.1.4. If the Consultant, in the judgment of the “Client”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

2.9.1.5. If the Consultant submits to the “Client” a false statement which has a material effect on the rights, obligations or interests of the “Client”.

2.9.1.6. f. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.

2.9.1.7. If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

2.9.1.8. 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.

2.9.1.9. if the Consultant fails to confirm availability of Key Experts as set forth in RFP;

2.9.1.10. if the Consultant replaces any Key Expert in contravention of the provisions of this Contract;

2.9.1.11. if the CMC represents that the Consultant is not discharging his duties in a fair, efficient and diligent manner and if the dispute remains unresolved, Authority may terminate this contract;

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- 2.9.1.12. If the “Client”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 2.9.1.12.1. In such an occurrence the “Client” 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 2.9.2.12.
- 2.9.2. **By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the “Client”, in case of the occurrence of any of the events specified in paragraphs 2.9.2.1. through 2.9.2.4. of this Clause GC 2.9.2.
- 2.9.2.1. If the “Client” 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.
- 2.9.2.2. 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.
- 2.9.2.3. If the “Client” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.9.2.4. If the “Client” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Client” 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 “Client”, 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 GC 2.9.1 or GC 2.9.2 hereof, the “Client” shall make the following payments to the Consultant:



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- 2.9.5.1. If the Contract is terminated pursuant to Clause 2.9.1. (7) to (8) or 2.9.2., remuneration pursuant to Clause GC 6.3 (8) hereof for Services satisfactorily performed prior to the effective date of termination, hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- 2.9.5.2. If the agreement is terminated pursuant of Clause 2.9.1 (1) to (6), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Client” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.
- 2.9.6. **Disputes about Events of Termination:** If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE 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 “Client”, and shall at all times support and safeguard the “Client’s legitimate interests in any dealings.
- 3.1.2. **Law Governing Services:** The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants and or Associates, as well as the Personnel of the Consultants and any Sub-consultants and or Associates, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.
- 3.2. **Conflict of Interests:** The Consultant shall hold the “Client’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict

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of interest arises for any reasons, the Consultant shall promptly disclose the same to the Client and seek its instructions.

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

3.2.1.1. 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 any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

3.2.2. **Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, 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 as well as their Sub-Consultants and 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 "Client", the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and 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 Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Client", insurance against the risks, and for the coverage specified in the SC, and (ii) at the "Client's request, shall provide evidence to the "Client" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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- 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 “Client” or its designated representative and/or the Client, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Client” or the Client, if so required by the “Client” or the Client as the case may be.
- 3.6. **Consultant’s Actions Requiring “Client’s Prior Approval:** The Consultant shall obtain the “Client’s prior approval in writing before taking any of the following actions:
- 3.6.1. Any change or addition to the Personnel.
- 3.6.2. **Subcontracts:** The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Client”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Client” to be incompetent or incapable or undesirable in discharging assigned duties, the “Client” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Client”, or to resume the performance of the Services itself.
- 3.7. **Reporting Obligations:** The Consultant shall submit to the “Client” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered as per the instructions of the “Client” .
- 3.8. **Documents Prepared by the Consultant to be the Property of the “Client”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Client” under this Contract shall become and remain the property of the “Client”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Client”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Client and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Client’s prior written approval to such agreements, and the “Client” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9. **Equipment, Vehicles and Materials Furnished by the “Client”:** Equipment, vehicles and materials made available to the Consultant by the “Client”, or purchased by the Consultant wholly or partly with funds provided by the “Client”, shall be the property of the “Client” and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Client” an inventory of such equipment, vehicles and

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materials and shall dispose of such equipment and materials in accordance with the "Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Client" in writing, shall insure them at the expense of the "Client" in an amount equal to their full replacement value.

**3.10. Equipment and Materials Provided by the Consultants:** Equipment or materials brought into the 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 AND SUB-CONSULTANTS: DELETED**

**5. OBLIGATIONS OF THE "CLIENT"**

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

5.1.1. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

5.1.2. 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.

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

5.1.4. Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

**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(2).

**5.3. Services, Facilities and Property of the "Client":**

5.3.1. The "Client" 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.

5.3.2. 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.

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

## 6. PAYMENTS TO THE CONSULTANT

### 6.1. Total Cost of the Services

- 6.1.1. The total cost of the Services payable is set forth in Appendix C as per the consultant's proposal to the Client and as negotiated thereafter.
- 6.1.2. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(3), payments under this Contract shall not exceed the amount specified in Appendix-D.
- 6.1.3. Notwithstanding Clause GC 6.1(2) hereof, if pursuant to any of the Clauses GC 4.2(3) 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(1) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(2) 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.

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

- 6.3.1. The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released after the approval of the committee of the deliverable.
- 6.3.2. In case of Assignment based services, like market assessment, feasibility reports etc., the consultant shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables. However, if the Client fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Client shall release the payment to the consultant without further delay.
  - 6.3.2.1. **Final Payment:** The final payment 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 "Client". The Services shall be deemed completed and finally accepted by the "Client" and the final report and final statement shall be deemed approved by the "Client" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Client" unless the "Client", within such ninety (90) day period, gives written notice to the 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 "Client" has

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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 "Client" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Client" for reimbursement must be made within twelve (12) calendar months after receipt by the "Client" of a final report and a final statement approved by the "Client" in accordance with the above.

6.3.2.2. For the purpose of payment under Clause 6.3 (2) above, acceptance means; acceptance of the deliverables by the Client after submission by the consultant and the consultant has made presentation to the Client (if presentation is required) with /without modifications to be communicated in writing by the Client to the consultant.

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

6.3.4. 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 Client to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Client communicated to the Consultant.

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

Assessment should be made about work done, 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.

## 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

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unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

- 8.1. Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 8.2. **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.
- 8.3. Arbitration proceedings shall be held in Bhubaneswar, Odisha and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.4. The decision of the arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Client and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## 9. LIQUIDATED DAMAGES

- 9.1. The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified 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 amounts of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix C.
- 9.3. The liquidated damages shall be applicable under following circumstances: (in case of Assignment based service)
- 9.3.1. If the deliverables are not submitted as per schedule as specified in SC 11, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

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9.3.2. If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (5), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

**10. MISCELLANEOUS PROVISIONS:**

- 10.1. "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.
- 10.2. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 10.3. The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 10.4. Each member/ constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- 10.5. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 10.6. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/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 Contractor/Consultant.
- 10.7. The Consultant shall at all times indemnify and keep indemnified the Client 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.
- 10.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 10.9. 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 Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.



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**11. Limitation of the Consultants' Liability towards the "Client"**

11.1. In case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

11.1.1. for any indirect or consequential loss or damage; and

11.1.2. for any direct loss or damage;

11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder **OR**

11.1.2.2. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of 11.1.2.1. or 11.1.2.2. is higher.

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**III. Special Conditions of Contract:**

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The addresses are:</p> <p><b>1.</b> "Client": Bhubaneswar Development Authority (BDA), Ashok Shova Building, Sachivalay, Bhubaneswar - 751001. Attention: Finance Member</p> <p><b>2.</b></p>
2.	1.8	<p>The Authorized Representatives are: For the "Client": For the Consultant:</p>
3.	2.1	<p>1. Signing of Contract Agreement 2. Client's notice to the Consultant instructing the Consultant to begin carrying out the Services</p>
4.	2.2	The time period shall be 15 days.
5.	2.3	The time period shall be 10 days.
6.	2.4	The time period shall be XXXXX months from the 'Effective Date'
7.	3.4	<p>The risks and the insurance coverage shall be as follows: Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, should be insured as per existing Motor Vehicles Act:</p> <p>(a) Third Party liability insurance, with a minimum coverage of INR Ten Lakhs;</p> <p>(b) Professional liability insurance to cover the Client against any loss suffered by the Client due to the professional service provided by the Consultant, with a minimum coverage of INR XXXXXXXXXXXXXXXXXXXXXXXX;</p> <p>(c) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable 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>(d) 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>

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		(iii)any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.
8.	4.5	
9.	5.1	1.
10.	6.1. (2)	The ceiling in local currency is INR XXXXXXXXX Only
11.	6.3	The Client shall approve Deliverables / Raise objections within 30 days of receipt of the Deliverables.
	6.3.(6)	The account details of the Consultant are as follows:
For lump-sum contracts (ie. INR XXXXXXXXXXXXX only) payment will be made based on milestones indicated for each such activity		
<b>Activities:</b>		
12.	8.3	The Arbitration proceedings shall take place in Bhubaneswar, Odisha in India.
13.	10	<p><b>10. MISCELLANEOUS PROVISIONS:</b></p> <p>10.1. “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.</p> <p>10.2. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>10.3. The Consultant shall notify the Client of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>10.4. Each member/ constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Client/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.</p> <p>10.5. The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages etc. for any infringement of any Intellectual Property</p>

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>Rights (IPR) while providing its services under the Project.</p> <p>10.6. The Consultant shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/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 Contractor/Consultant.</p> <p>10.7. The Consultant shall at all times indemnify and keep indemnified the Client 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.</p> <p>10.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>10.9. 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 Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Client.</p>
14.	11	<p><b>11. Limitation of the Consultants' Liability towards the "Client"</b></p> <p>11.1. In case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>11.1.1. for any indirect or consequential loss or damage; and</p> <p>11.1.2. for any direct loss or damage;</p>

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SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p style="margin-left: 40px;">11.1.2.1. For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder <b>OR</b></p> <p style="margin-left: 40px;">11.1.2.2. the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of <b>11.1.2.1.</b> or <b>11.1.2.2.</b> is higher.</p>

## **IV. APPENDICES**

### **Appendix A: Description of the Services**

**Details as per TOR**

## **Appendix B: Reporting Requirements**

**Please refer TOR**

**Appendix C: Total Cost of Service In**