

Request for Proposal (RFP)

For

Selection of Consultancy firm/Agency for Establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA), Bhubaneswar.

RFP Notice No.XX/ORERA dated 17.12.2018

Date of release of RFP	17.12.2018
Date of Pre-bid Meeting	31.12.2018
Last date of submission of RFP	16.01.2019

**Odisha Real Estate Regulatory Authority
371, Vivekananda Marg,
Bhubaneswar-751014**

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Notice Inviting Tender

The Odisha Real Estate Regulatory Authority, Bhubaneswar (hereinafter called “Client”) invites technical and financial proposals from eligible firms/agencies for establishment of a Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority, Bhubaneswar.

1. It is proposed to appoint a Programme Support Unit (PSU) for carrying out the above work. Bidders are required to submit technical & financial proposal and evaluation will be carried out based on the evaluation criteria as specified in the RFP document.
- 2. Participating Firms/Agencies must fulfil the following pre-requisites :**
 - i. Proposal may be submitted by interested bidders as a single entity or a group of entities (“Consortium”).
 - ii. The entity shall be a “Company” as specified in Companies Act,1956/2013 or a “Society” registered under the Societies Registration Act,1860 or a “Trust” registered under the Indian Trusts Act,1882 or a Partnership Firm registered under the Indian Partnership Act,1932 or a Limited Liability Partnership Act,2008 with at least five years of operations as on 1st April,2018. Certificate of incorporation in accordance with provisions of relevant Act along with By-laws is to be enclosed along with the proposal.
 - iii. Minimum Average Annual Turnover from Indian Operations in business consulting services : Indian rupees 100 crores for single entity bidder and Indian Rupees 120 crores for consortium bidder with lead bidder having minimum of Rs.75 crores in the last three financial years i.e. 2015-16, 2016-17, 2017-18. As documentary proof, attested copy of audited balance sheets and profit & loss (P&L) accounts is to be submitted. Unaudited accounts will not be considered.
 - iv. The bidder should have experience of undertaking minimum 2 assignments including on-going and completed assignments at Central/State Government level intended at providing large project/programme management support, with consultancy fees more than Rs.3 crores in the last five years. Copy of the work order to be enclosed.

- v. The Bidder should not have been black listed/banned/debarred/under investigation by any State Government or Central Government entity/PSU in the last 05 years.
3. Interested Bidders may download the complete Request for Proposal (RFP) document from the website www.orera.in/www.urbanodisha.gov.in from **17.12.2018**.
 4. **A pre-bid meeting is proposed on 31.12.2018 at 11 A.M (11.00 hours) in the Conference Hall, Odisha Real Estate Regulatory Authority, Bhubaneswar, 371, Vivekananda Marg, Bhubaneswar-751014** to address queries from interested bidders.
 5. Interested bidders may submit their proposals along with a refundable EMD/Security Deposit of Rs.5 lakhs as prescribed in the RFP document. No proposal without EMD will be accepted. The Tender should also be accompanied with a tender fee of Rs.10,000/- in the form of demand draft (DD), drawn on any Nationalised/Scheduled Bank in favour of **Odisha Real Estate Regulatory Authority, Bhubaneswar, Payable at Bhubaneswar**. Proposals without EMD/Security Deposit and Tender fee will be treated as ineligible.
 6. Sealed complete proposal will be received at the address mentioned below on any working day upto **1.00 P.M (13.00 hours) on 16.01.2019**. Proposals may be sent through registered post/speed post. Bidders can also submit proposal by hand to ORERA Office for which necessary acknowledgement receipt can be issued for submission of offer. The Technical proposals (Qualification Documents – Envelope A) of the bidders will be opened on the same day at **4.00 P.M. (16.00 hours)**
 7. Address for submission of proposals : **Secretary, Odisha Real Estate Regulatory Authority, Bhubaneswar, 371, Vivekananda Marg, Bhubaneswar-751014.**
 8. Please note that no liability will be accepted for difficulties in and/or incomplete download of the Tender document.

Secretary
Odisha Real Estate Regulatory Authority
Bhubaneswar
371, Vivekananda Marg,
Bhubaneswar-751014

Invitation for Bid

Letter No: xx/ORERA

Bhubaneswar, Dated : 17.12.2018

Sealed proposals are invited by the Odisha Real Estate Regulatory Authority, Bhubaneswar from amongst consultancy firms/agencies for establishment of a Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority, Bhubaneswar for a period of two years, to be selected on Quality and Cost Based Selection (QCBS) process. The bidders have to submit technical and financial proposal separately. Further details of the services requested are provided in the attached RFP.

1. Completed Proposal for the work in prescribed format shall be received on **16.01.2019** upto **1.00 P.M. (13.00 hours)**. The sealed proposals can be sent well in advance by registered post or speed post to the **Secretary, Odisha Real Estate Regulatory Authority, Bhubaneswar, 371, Vivekananda Marg, Bhubaneswar-751014**. Bidders can also submit proposal by hand to above office for which necessary acknowledgement receipt can be issued for submission of offer.
2. The Proposal (Qualification Documents-Envelope A) received shall be opened on **16.01.2019** itself at **4.00 P.M. (16.00 hours)**. Bidders are requested to ensure presence of their representative at the time of opening of the bid, who must submit an authorization letter from the bidder.
3. This RFP includes the following documents :
 - i. This Letter of Invitation.
 - ii. Proposal Procedures (Part-I)
 - a. Instructions to Bidders (Annexure-I)
 - b. Data Sheet and Check List (Annexure-II).
 - iii. Proposal Submission Standard Forms (Part-II).
 - a. Qualification Documents Submission Forms (Envelope A)
 - b. Technical Proposal Submission Forms (Envelope B)
 - c. Financial Proposal Submission Forms (Envelope C)
 - iv. Terms of Reference (ToR) (Pat-III).
4. The Client reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.

Interested Bidders may obtain further information from the: **Secretary, Odisha Real Estate Regulatory Authority, Bhubaneswar, 371, Vivekananda Mag, Bhubaneswar-751014, E-mail: reraodisha@gmail.com.**

**Secretary
Odisha Real Estate Regulatory Authority
Bhubaneswar
371, Vivekananda Marg, Bhubaneswar-751014**

Part-I – Proposal Procedures

Annexure I-Instructions to Bidders

1. Introduction

- 1.1. These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
- 1.2. The Bidder to submit Technical and Financial Proposal and selection shall be based in QCBS.
- 1.3. The Bidder (including the individual members of consortium) shall submit only one Proposal, either in its own name or as part of a consortium in another Proposal. If a Bidder, including any Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, from participating as Key Experts and Non-Key Experts in more than one proposal.
- 1.4. The Bidder shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.
- 1.5. The Client is not bound to accept any proposal, and reserves the right to annual the selection process at any time prior to award of contract without thereby incurring any liability to the bidder.
- 1.6. In no case, sub-letting of “ overall works “ would be accepted.

2. Eligible Bidder

- 2.1. The Bidder shall be a “Company” as specified in Companies Act, 1956/2013 or a “Society” registered under The Societies Registration Act, 1860 or a trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 with at least five years of operations as on 1st April,2018. Certificate of incorporation in accordance with provisions of relevant Act along with Bye-laws to be enclosed along with the Proposal.
- 2.2. Minimum Average Annual Turnover from Indian operations in business consulting services : Indian Rupees 100 Corer for single entity-bidder and Indian Rupees 120 Crore for consortium-bidder with lead bidder having minimum of Rs.75 crore in the last three financial years i.e. 2015-16, 2016-17 and 2017-18. As documentary proof, attested copy of the audited balance sheets and profit & loss (P&L) accounts is to be submitted. Unaudited accounts will not be considered.
- 2.3. The bidder should have experience of undertaking minimum 2 assignments, including ongoing and completed assignments, at Central/State Government level intended at providing large project/programme management support of consultancy fees more than Rs.3 Crore in each case in the last five (05) years.

2.4. The agency should not have been blacklisted by any State Government, Central Government or any other Public Sector Undertaking or a Corporation as on the date of this RFP. An undertaking, in the form of affidavit, to this effect should be submitted.

3. Conflict of Interest

3.1 The Consultant shall hold the Client's interest paramount, without any consideration for future work, and in their own corporate interests.

3.2 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Contract.

4. Disclosure

4.1 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.

4.2 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.

4.3 Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

a) a criminal offence or other serious offence involving the activities of a criminal organisation, or where they have been found by any regulator or professional body to have committed professional misconduct;

b) Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;

c) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

5. Anti-corruption Measure

5.1 Any effort by Bidder(s) to influence the Client in the evaluation and ranking of technical Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

5.2 A recommendation or the actual award of Contract shall be rejected if it is determined that the recommended or selected Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in delivering the contract in question. In such cases ORERA shall blacklist the Bidder either indefinitely or for a stated period of time,

disqualifying it from participating in any future RFP and impose such other restrictions as it may deem appropriate.

6. Clarification on Provisions of the RFP Document

Interested Bidders may seek clarification on any of the provisions in the RFP document through e-mail to reraodisha@gmail.com addressed to the Client's Representative. Such requests for clarification shall be entertained up to **26.12.2018** Response to all request for clarifications received shall be given to the prospective Bidders after pre-bid meeting by hosting in website without disclosing the names of bidders. Bidders are advised to check the same in the web site (www.orera.in).

7. Pre-Bid Conference

Besides requesting clarification through e-mail, interested bidders can also seek clarification of their queries, if any, by participating in the pre-bid conference, The Client shall organise a Pre-Bid Conference on Date: **31.12.2018 Time: 11.00 AM(11.00 hours)**, **Place :Conference Hall, Odisha Real Estate Regulatory Authority, Bhubaneswar, 371, Vivekananda Marg, Bhubaneswar- 751014**. Interested/prospective Bidders may attend.

8. Amendment of the RFP document

8.1 At any time before submission of Proposals, the Client may amend the RFP by issuing an addendum through e-mail and/or webhosting in the ORERA website i.e. (www.orera.in).

8.2 Any such addendum will be binding on all the Bidders.

8.3 To give Bidders reasonable time 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.

9. Language or 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 shall be in English language only.

10. 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.

11. Taxes

The Bidder shall deposit all the taxes, as applicable, charged and received from the client within reasonable period but must be before the presentation of next bill to the client which shall be accompanied with the proof of such deposit.

12. **Submission of Proposal**

12.1 Proposals must be received before the deadline specified in the Data Sheet.

12.2 Proposals must be submitted to the address specified on the Data Sheet and delivered on or before the time specified in the Data Sheet.

13. **Earnest Money Deposit**

13.1 The Bidder shall furnish as part of its Proposal, an EMD Rs.5 lakhs in the form of a Demand Draft issued by any Nationalised/Scheduled Bank in India favouring the **Odisha Real Estate Regulatory Authority, Bhubaneswar, payable at Bhubaneswar.**

The EMD will be returned to all bidders except the successful bidder after one month of finalisation of this letter.

13.2 Client shall not be liable to pay any interest on the EMD and the same shall be interest free.

13.3 The Bidder, by submitting its Proposal pursuant to the RFP, shall be deemed to have acknowledged that without prejudice to Client's any other right or remedy hereunder or any law or otherwise, the EMD shall be forfeited and appropriated by Client under the following conditions:

a) If a Bidder engages in any of the Prohibited/unethical practices specified in this RFP;

b) If a Bidder withdraws or modifies its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;

c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement due to reason solely attributed to the bidder; or

d) If the Bidder is found to have a Conflict of Interest as specified in this RFP and during the bid process, if any information is found to be wrong/manipulated/hidden in the bid.

14. **Performance Guarantee(PG)**

14.1 The successful Bidder shall submit, within 15 days of being declared successful bidder, a Performance Guarantee for an amount equal to **10%** of the value of the Contract in the form of a Bank Guarantee with validity 6 months beyond the expiry of contract and the EMD will be returned thereafter.

14.2 PG will be forfeited if the successful bidder is found to have suppressed any material fact or fails to deliver the contract as per agreement and terms of reference.

14.3 The Performance Guarantee will be returned, after the Consultancy Services is satisfactorily completed by the Consultant.

15. **Documents comprising the Proposal**

15.1 Qualification Documents(Envelope-A)-1st Inner Envelope

1. Qualification Documents Proposal Submission form- (Appendix-1)
2. Original copy of the Earnest Money Deposit and Demand Draft for documentation fee.
3. Power of Attorney to sign the Proposal – (Appendix-2)
4. Power of Attorney for Lead Member of Consortium- (Appendix-3)
5. Financial Qualification Forms –(Appendix-4)
6. Technical Qualification Forms-(Appendix-5)
7. Affidavit Certifying that Bidder or its Director(s) are not blacklisted – (Appendix-6)

15.2 Technical Proposal (Envelope-B) – 2nd Inner Envelope

1. Tech-1
2. Tech-A1: Synopsis of Technical Proposal
3. Tech-2 (Tech-2A, Tech-2B)
4. Tech-3(Tech-3A, Tech-3B)
5. Tech-4
6. Tech-5

15.3 Financial Proposal (Envelope-C)- 3rd Inner Envelope

1. Fin-1
2. Fin-2

16. Proposal validity

16.1 Proposals shall remain valid for the period specified in the Data Sheet commencing with the deadline for submission of Technical Proposals as prescribed by the Client.

16.2 A proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.

17. Format and Signing of Proposals

17.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP.

17.2 An authorised representative of the Bidders shall initial all pages of the original Technical Proposals. The authorisation shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorised to sign. The Technical Proposal and Financial proposal shall be submitted in Physical form in original along with copies. The signed

Technical Proposal shall be marked "ORIGINAL" and "COPY", as applicable. The financial Proposal shall be submitted only in Original.

17.3 The Bidder must submit the following

1. Qualification Documents (Envelope-A): Original Copy and one photocopy of the original.
2. Technical Proposal (Envelope-B)): Original Copy and one photocopy of the original.
3. Financial Proposal (Envelope-C): Original copy only.

17.4 The Financial Proposal shall be submitted only in Original and shall be sealed properly in an envelope. This envelope must be super scribed " Financial Proposal " with the bidder's particulars below. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and marked as stipulated. This circumstance may be case for proposal rejection.

18. **Deadline for Submission of Proposals**

The Client may, at its discretion, extend the deadline for the submission of Proposal by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

19. **Late Proposals**

The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Bidder.

20. **Confidentially**

20.1 From the time the Proposals are submitted to the time the Contract is awarded, the Bidder should not contract the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

20.2 Any attempt by Bidders or anyone on their behalf to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

20.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

21. **Evaluation of Offers:**

21.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals as per the schedule.

The Bidders are advised to remain present at the time of such opening. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened by the evaluation committee.

21.2 At the opening of the Qualification Document Proposals the following shall be read out :

1. The name of the bidder in case of single entity or lead bidder in case of consortium bidder along with other members.
2. The presence or absence of duly sealed envelopes with the Technical Proposal and Financial Proposal and demand drafts of EMD & Bid Document Value with amount.
3. Any modifications to the Proposal submitted prior to proposal submission deadline.
4. Any other information deemed appropriate or as indicated in the Data Sheet.

21.3 The evaluators of the Qualification Documents and Technical Proposal shall have no access to the Financial Proposals until the Qualification Documents & Technical evaluation is concluded.

21.4 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.

21.5 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. First each responsive proposal's Qualification Documents shall be evaluated. The technical proposals of bidders qualifying in the Qualification Documents shall be evaluated. Each qualified proposal in Qualification Documents will be eligible for technical evaluation of the proposal. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in data sheet.

21.6 After the technical evaluation is completed, the Client shall notify the result of evaluation and the date, time and location for the opening of the Financial Proposals in its website. Bidders are advised to look for the notification in the website.

21.7 The Financial Proposals shall be opened by the Client's evaluation committee at the date and time in the presence of the representatives of those qualified bidders choosing to remain present. At the opening, the names of the bidders, and the overall technical scores, including the break-down by criteria, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the

total prices read aloud and recorded. Copies of the record shall be uploaded on the Client's web site.

22. Combined Quality and Cost Evaluation

22.1 In the case of QCBS, the total score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions in the Date Sheet. The results of the combined quality and cost evaluation will be uploaded in the client's website.

23. Negotiations

23.1 Availability of Key Experts.

a. The client shall first invite the bidder scoring highest scores in the combined quality and cost evaluation for negotiation. Invited bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next ranked bidder.

b. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control and not foreseeable by the bidder, including but not limited to death or medical incapacity. In such case, the bidder shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiation the Contract, who shall have equivalent or better qualification and experience than the original candidate.

23.2 Technical Negotiations

a. The negotiations include discussions of the Terms of References (TORs), the proposed methodology, the Client's inputs, the particular conditions of the Contract, and finalising the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

23.3 Financial Negotiations

a. If due to technical negotiation, there is a possibility of price reduction, the same will be considered but in no case the offered price can be increased.

24. Conclusion of Negotiations

24.1 The negotiations are concluded with a review of the finalised draft Contract, which then shall be initiated by the Client and the bidder's authorised representative. If the negotiations fail, the Client shall inform the bidder in writing of all pending issues and disagreements and provide a final opportunity to the bidder to respond. If disagreement persists, the Client shall terminate the negotiations

informing the bidder of the reasons for doing so. The Client will invite the next-ranked bidder to negotiate a Contract. Once the Client commences negotiations with the next-ranked bidder, the Client shall not reopen the earlier negotiations.

25. Award of Contract

25.1 After completing the negotiation the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet on the website.

25.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

26. Client's Right to Accept any Proposal, and to Reject any or all Proposals

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Annexure II - Data Sheet and Check List.

A. Data Sheet

1.	Title of Consulting service - Establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estates Regulatory Authority, Bhubaneswar for a period of two years.
2.	Name of the client - Odisha Real Estates Regulatory Authority, Bhubaneswar.
3.	Method of selection – Quality And Cost Based Selection (QCBS) for a time based contract.
4.	Details of the Pre-bid Meeting : Date : 31/12/2018 Time : 11.00 A.M. (11.00 hours) Place – Conference Hall, Odisha Real Estate Regulatory Authority,Bhubaneswar,371,Vivekananda Marg,Bhubaneswar-751014. Contact person - Rajendra Mishra, Secretary,Odisha Real Estate Regulatory Authority, Government of Odisha.
5.	Consortium : Consortium cannot be more than 02 (two) Partners. Participation of key experts and Non-Key Experts in more than one proposal is permissible : No
6.	Validity of the proposal : Proposals must remain valid for 180 calendar days from the scheduled last date of submission of RFP.
7.	Details of the Envelopes : Qualification Documents (Envelop A): 1. Registration a) The Bidder shall be a company as specified in Companies Act,1956/2013 or a society registered under the Societies Registration Act,1860 or a Trust registered under the Indian Trusts Act,1882 or a Partnership Firm registered under the Indian Partnership Act,1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act,2008 with at least five years of operations as on April 1,2018. Certificate of incorporation in accordance with provisions of relevant Act, along with Bye-laws to be enclosed. b) Bidder must have a valid goods & service tax (GST) registration in India. The Bidder shall be required to submit a true copy of its GST registration certificate along with the proposal. c) The Bidder to submit Document fee and EMD as specified in NIT 2. Financial Eligibility - 17.6 Minimum Average Annual Turnover from Indian operations in business consulting services : Indian Rupees 100 Crores for single entity-bidder and Indian Rupees 120 Crores for consortium-bidder in

the last three financial years i.e. 20-15-16,2016-17 and 2017-18. In case of a Consortium, minimum annual average turnover of the lead bidder should be at least Rs.75 Crores and of total consortium should be more than Rs.120 Crores.

3. Technical Eligibility

a) The bidder should have experience of minimum 2 assignment at Central / State level intended at providing large project /programme management support with consulting fees more than Rs.3 Crores in the last five (5) years.

Technical Proposal (Envelop- B)

Criteria, sub-criteria and point system for the evaluation of the Full Technical Proposals :

S.No.	Description	Maximum Marks
1.	Specific experience of the Consultant (as a Firm)	20
I	Experience of the bidder in undertaking project/assignment at Central/State government level intended at providing large project/programme management support, with consultancy fees more than Rs.3 Crores in the last five(5) years. (2.5 marks for each project/assignment, maximum 10 marks)	10
II	Experience of the bidder in undertaking project/assignment in Odisha intended at institutional strengthening, e-governance improving the policy & regulatory environment with respect to urban planning/building regulatory reforms or real estate, and urban development with consultancy fees more than Rupees Fifty lakhs in the last three (3) years. (5 marks for each project/assignment, maximum 10 marks)	10
2.	Adequacy and quality of the proposed methodology and work plan in responding to the terms of Reference (TORs).	30
	Technical approach , Methodology	15
	Scope of understanding including Presentation.	15
3.	Key Professional Staff qualifications and competence for the assignment	50
I.	Team Leader cum Policy and Regulatory Expert	14

	II.	Planning Expert	12
	III.	Information Technology Expert	12
	IV	Legal Expert	12
		For all the above positions Note – Qualification will have 20% weightage and relevant experience as specified in Terms of Reference will have 80% weightage. Minimum Technical score required for Financial Evaluation : 70	
8.	The Financial Proposal shall be exclusive of all taxes, Taxes with rates there of applicable shall be shown separately.		
9.	<p>Method of Evaluation of the Proposal : QCBS The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following : $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, ”Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial(P) Proposals are : T = 0.8, and P = 0.2 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal P= the weight given to the Financial Proposal ; T + P = 1) as following : $S = St \times T\% + Sf \times P\%$.</p>		
10.	Address for submission of Proposals :- Secretary, Odisha Real Estate Regulatory Authority ,Bhubaneswar 371, Vivekananda Marg, Bhubaneswar – 751014		
11.	The Client’s Representative is : Rajendra Mishra, Secretary, Odisha Real Estate Regulatory Authority Bhubaneswar. E-mail : reraodisha@gmail.com		
12.	Clarifications may be requested not later than 26/12/2018 All requests for clarifications will be directed to the Client’s representative. The Client shall respond to requests for clarifications by hosting in web site (www.orera.in) after pre-bid meeting date.		
13.	The Bidder is required to include with its proposal written confirmation of authorization to its representative to sign on behalf of the Bidder : YES		
14.	Joint Ventures or Consortium offer - Consortium is allowed		

15.	A Bank Guarantee is to be submitted by the winning Bidder upon signing of the Contract.: YES
16.	The amount of Bank guarantee will be 10 per cent of the total contract value ; the same will be provided in the form of a Bank Guarantee (BG) as per format given in Appendix G, issued by a local branch of a scheduled bank with validity till completion of contract. Bank Guarantee will be made in the name of Odisha Real Estate Regulatory Authority, Bhubaneswar. On submission of above BG, the EMD submitted is to be refunded.
17.	Proposals must be submitted no later than the following date and time : 16/01/2019 up to 1.00 PM (1300 hours).
18.	Date and time for opening of the Qualification Documents of the proposal : 16/01/2019 at 4.00 PM (1600 hours), Date & time of opening of Financial Proposal will be communicated later to the eligible bidders.
19.	Date and time for opening of the Technical Proposals received : To be communicated to the bidder whose qualification documents are found to be in conformation with Notice Inviting Tender.
20.	Date and time for opening of the Financial Proposals received : To be communicated to the bidder who score qualifying marks in the Technical Proposal.
21.	Expected date /month for commencement of consulting services: February ,2019
22.	Expected date/month for completion of consulting services : January,2021 (extendable if performance is found satisfactory subject to approval of the Government of Odisha)

Part II – Proposal Submission Standard Forms

Qualification Documents submission Forms (Envelope A)

APPENDIX-1: QUALIFICATION DOCUMENTS PROPOSAL SUBMISSION FORM

[On the Letter head of the Applicant (Lead Member in case of Consortium)]

Letter No. :

Place :

Date :

From :

[Name of Consultant with Complete Address of Communication]

To

The Secretary,

Odisha Real Estate Regulatory Authority, Bhubaneswar

371, Vivekananda Marg, Bhubaneswar-751014,

E-mail : reraodisha@gmail.com

Subject : Establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA).

We, the undersigned, offer to provide the consulting services to assist the Odisha Real Estate Regulatory Authority (ORERA), Bhubaneswar for regulation and development of the real estate sector in the State of Odisha in accordance with your Request for Proposal dated xx/xx/2018 and our proposal for QCBS mode of selection. We are hereby submitting our Technical Proposal in specified format sealed in an envelope and requisite EMD and Documentation fee as specified in the RFP.

If the Consultant's Proposal includes Sub-consultants, insert the following : We are submitting our Proposal with the following firms as Sub-consultants : {Insert a list with full name and address of each Sub-consultant.}

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 180 days and we

confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; as placed by the {Insert Name of the Agency/ Institution}. The Proposal has been arrived at independently and without consultation, communication agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

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

I confirm that I have the authority of {Inset Name of the Agency/Institution} to submit proposals/tenders and to clarify any details on its behalf.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (In full and initials)

Name and Title of Signatory :

Name of Firm :

In the capacity of :

Address :

Contact information (phone and e-mail):

APPENDIX-2: FORMAT FOR POWER OF ATTORNEY FOR SIGNING APPLICATION.

[On Non-Judicial Stamp Paper of Rs.100/- or such equivalent amount and document duly attested by Notary Public]

Power of Attorney

Know all men by these presents, we {Insert name and address of the registered office} do hereby constitute, appoint and authorise Mr./Ms {Insert name and residential address} who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA). (the "Project", including signing and submission of all documents and providing information/responses to Odisha Real Estate Regulatory Authority, Bhubaneswar, representing us in all matters before Odisha Real Estate Regulatory Authority, Bhubaneswar and generally dealing within all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Note :

- To be executed by the Lead Member in case of a Consortium.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the chartered documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Application is signed by an authorised Director of the applicant, a certified copy of the appropriate resolution/documents conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX-3: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM.

[On Non-Judicial Stamp Paper of Rs.100/- or such equivalent amount and document duly attested by Notary Public]

Power of Attorney

Whereas Odisha Real Estate Regulatory Authority, Bhubaneswar has invited applications from interested parties for selection of consultancy firm/agency for establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA) (the “Project”).

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH AT;

We, M/s (Lead Member), and M/s (the respective names and address of the registered office) do hereby designate M/s being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project; including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of the Contract Agreement is entered into with.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of2018

(Executants)

(To be executed by all the members of the Consortium)

Note : The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

APPENDIX-4: FINANCIAL QUALIFICATION FORM

Sl.No.	Financial Year	Annual Turnover (Rs. Crores)
1	Financial year 2015-16	
2	Financial year 2016-17	
3	Financial year 2017-18	

Note : The audited Financial Statements for the corresponding year has to be attached.

Name of the auditor issuing the certificate :

Name of the auditor's Firm :

Seal of auditor's Firm :

Date :

(Signature, name and designation of the authorized signatory for the Auditor's Firm).

APPENDIX-5: TECHNICAL QUALIFICATION EXPERIENCE

[Minimum 2 assignment at Central/State level intended at providing large project/programme management support, with consultancy fees more than Rs.3 Crores in the last five (5) years.

Assignment Name :	Project Fee (in INR) :
Location within the Country :	Duration of assignment (months) :
Name of Client :	Total No. of Person-months of the assignment :
Address of Client :	Approx. value of the services provided by your firm under the contract (in INR) :
	No. of person-months provided by your firm :
Start Date : Completion Date :	No. of professional person-months provided by the JV partners or the Sub-Consultants :
Name of associated Consultants, if any :	Name of Professional Staff of your firm involved and functions performed
Narrative description of Project in brief :	
Description of actual services provided by your firm in the assignment :	
Name of firm :	

<< Please attach a copy of Work Order/Signed Contract/Completion Certificate>>

APPENDIX-6: FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDERS OR ITS DIRECTOR(S) ARE NOT BLACK LISTED

[On a Stamp Paper of relevant value duly attested by Notary Public]

Affidavit

I M/s (Sole Applicant/Lead member/Other Member/s), the name and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/director/s are not bared or blacklisted by any state government or central government/department/agency/PSU in India from participating in Project/s, either individually or as member of a Consortium as on _____.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated this Day of,2018

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note :

To be executed separately by all the members in case of Consortium

Technical proposal submission Forms (Envelope B)

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

Form	Description
TECH-1	Technical Proposal Submission Form
TECH-1A	Synopsis of Technical Proposal
TECH-2	Consultant's Organisation and Experience.
TECH-2A	A. Consultant's Organization.
TECH-2B	B. Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
TECH-3A	A. On the Terms of Reference
TECH-3B	B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

[On the Letter head of the Applicant (Lead Member in case of Consortium)]

Letter No. :

Place :

Date :

From :

[Name of Consultant with Complete Address of Communication]

To

The Secretary,

Odisha Real Estate Regulatory Authority, Bhubaneswar

371, Vivekananda Marg, Bhubaneswar-751014,

E-mail : reraodisha@gmail.com

Subject: Establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA).

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated xx/xx/2018 and our proposal for QCBS mode of selection. We are hereby submitting our Technical Proposal in specified form sealed in an envelope.

If the Consultant's Proposal includes Sub-consultants, insert the following : We are submitting our Proposal with the following firms as Sub-consultants : {Insert a list with full name and address of each Sub-consultant.}

We have examined the information provided in your Request for Proposal (RFP) and offer to undertake the work described in accordance with requirements and as per fee payable specified in RFP. This proposal is valid for acceptance for 180 days and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

We accept that any contract that may result will comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal; as placed by the {Insert Name of the Agency/ Institution}. The Proposal has been arrived at independently and without consultation, communication agreement or understanding (for the purpose of restricting competition) with any other party invited to tender for this contract.

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

I confirm that I have the authority of {Inset Name of the Agency/Institution} to submit proposals/tenders and to clarify any details on its behalf.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (In full and initials)

Name and Title of Signatory :

Name of Firm :

In the capacity of :

TECH-1A: SYNOPSIS OF TECHNICAL PROPOSAL

A. General Details :

SN	Name of the organization/Firm/ Institute	
1.	Permanent address Tel : Fax : Email id :	
2.	Name of the Authorized person for submitting proposal : Mobile No. : Email id : <i>(Attach Authorization letter of Competent Authority)</i>	
3.	Demand draft Details of Tender Fee Amount : DD No. : Issuing Date : Name of the Bank :	
4.	Demand draft Details of EMD Amount : DD No. : Issuing Date : Name of the Bank :	
5.	Discloser information as per clause-4 Instruction to Bidder (Annexure-I)	
6.	Whether the agency was ever blacklisted : Y/N If yes whether that blacklisting was not cancelled : Y/N (If yes, attach copy of same and the affidavit)	
7.	Brief professional background of the organisation	
8.	Confirm to carry assignment as per TOR of RFP	YES
9.	Confirm to accept all term & conditions specified in RFP documents	YES

B. Financial Details :

SN	Year	Consultancy Turnover
1.	2015-16	
2.	2016-17	
3.	2017-18	
4.	Avg. for 3 years	

(Certificate from Chartered Accountant for the consultancy turn over to be enclosed along with the copies of balance sheets).

C. Specific experience of the Consultant (as a Firm) relevant to the assignment

I. Experience of the bidder in undertaking project/ assignment at Central/State government level intended at providing large project/programme management support, with consultancy fees more than Rs.3 crores in each case in the last five (5) years.

Mention projects fee value of three crores and above only.

SN	Name of Client and Address	Project details	Duration of project in years	Value of consultancy fee in INR	Work order issued/Mo Assigned on (date) (Attach documents with page no. reference)	Status of implementation

II. Experience of the bidder in undertaking project/ assignment in Odisha intended at institutional strengthening, improving the policy & regulatory environment with respect to urban planning/building regulatory reforms or real estate, and urban development with consultancy fees more than Rs.Fifty lakhs in each case in the last three (3) yeas.

SN	Name of Client and Address	Project details	Duration of project in years	Value of consultancy fee in INR	Work order issued/Mo Assigned on (date) (Attach documents with page no. reference)	Status of implementation

III. CVs of professionals, who are proposed for the assignment (Detail CV to be enclosed as per format at Tech-5).

Position	Name of the Expert	Qualification	Relevant Experience	Details of projects experience
Team Leader-cum-Policy and Regulatory Expert				
Planning Expert				
Information Technology Expert				
Legal Expert				

Authorized Signature (In full and Initials): Name and Title of Signatory :
 Name of Firm :
 Address :

FORM TECH-2 : CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment.

A-Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment. The consultant will submit proof of office as per requirement of Clause 7 of Data sheet.

Include organization chart, a list of Board of Directors, and beneficial ownership.

B – Consultant's Experience

1. List only previous similar assignments successfully completed in the last 10 years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Category-I : Experience of the bidder in undertaking project/ assignment at Central/State level intended at providing large project/programme management support, with consultancy fees more than Rs.3 crores in each case in the last five (5) years.

Assignment Name :	Project Fee (in INR) :
Location within the Country :	Duration of assignment (months) :
Name of Client :	Total No. of Person-months of the assignment :
Address of Client :	Approx. value of the services provided by your firm under the contract (in INR) :
	No. of person-months provided by your firm :
Start Date : Completion Date :	No. of professional person-months provided by the JV partners or the Sub-Consultants :
Name of associated Consultants, if any :	Name of Professional Staff of your firm involved and functions performed
Narrative description of Project in brief :	
Description of actual services provided by your firm in the assignment :	
Name of firm :	

<< Please attach a copy of Work Order/Signed Contract/Completion Certificate>>

Category-II : Experience of the bidder in undertaking project/assignment in Odisha intended at institutional strengthening, improving the policy & regulatory environment with respect to urban planning/building regulatory reforms or real estate, and urban development with consultancy fees more than Rs. Fifty lakhs in each case in the last three (3) years.

Assignment Name :	Project Fee (in INR) :
Location within the Country :	Duration of assignment (months) :
Name of Client :	Total No. of Person-months of the assignment :
Address of Client :	Approx. value of the services provided by your firm under the contract (in INR) :
	No. of person-months provided by your firm :
Start Date : Completion Date :	No. of professional person-months provided by the JV partners or the Sub-Consultants :
Name of associated Consultants, if any :	Name of Professional Staff of your firm involved and functions performed
Narrative description of Project in brief :	
Description of actual services provided by your firm in the assignment :	
Name of firm :	

<< Please attach a copy of Work Order/Signed Contract/Completion Certificate>>

TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTER PART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT.

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the client, including: administrative support, office space, local transportation, equipment, data, etc.

A – On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B – On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}.

TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format) :

- a) Technical Approach, Methodology and presentation
- b) Work Plan
- c) Organization and Staffing}

a) Technical Approach and Methodology : {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here}

b) Work Plan : {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration phasing interrelations, milestones (including interim approvals by the Client), tentative delivery dates of the reports. The proposed work plan should consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible work plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

c) Organization and Staffing : {Please describe the structure and composition your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Note : Tech-4 should not exceed 10 pages (A4 size)

FORM TECH-5: CURRICULUM VITAE (CV)

1. Position Title			
2. Name of Expert			
3. Date of Birth			
4. Country of Citizenship			
5. Education :			
Degree/ Diploma Obtained	College/University	Dates Attended	
6. Employment record relevant to the assignment			
Period	Employing organization, Title/Position and References	Country	Summary of activities performed relevant to the assignment
7. Membership in Professional Associations and Publications :			
8. Language skills :			
Language	Speaking	Reading	Writing
English			
Hindi			
Odia			
Adequacy for the Assignment :			
9. Detailed Tasks Assigned on Consultant's Team of Personnel :			
10. Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks			
10.1	Name of Assignment : Year: Client : Main Project features : Location : Position held : Activities performed :		
10.2	Name of Assignment : Year : Client : Main project features: Location: Position Held : Activities performed :		

11. Expert's Contact information	Email : Phone :
12. Certification :	
Name of the Expert : Signature : Date :	
Name of the authorized representative of the consultant : Signature : Date :	

Financial Proposal Submission Forms (Envelope C)

CHECKLIST OF REQUIRED FINANCIAL PROPOSAL SUBMISSION FORMS

Form	Description
FIN-1	Financial Proposal Cover Letter
FIN-2	Financial Proposal

FORM FIN-1: FINANCIAL PROPOSAL COVER LETTER

[On the Letter head of the Applicant (Lead Member in case of Consortium)]

Letter No. :

Place :

Date :

From :

[Name of Consultant with Complete Address of Communication]

To

The Secretary,

Odisha Real Estate Regulatory Authority, Bhubaneswar

371, Vivekananda Marg, Bhubaneswar-751014,

E-mail : reraodisha@gmail.com

Subject: Establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA).

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date and tender document no..... and confirm that :

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.
7. 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, i.e. before the date indicated in Clause 17 of the Data Sheet.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials)

Name and Title of Signatory :

Name of Firm :

Address :

FORM FIN-2: FINANCIAL PROPOSAL FORMAT

Letter No. :

Place :

Date :

From :

[Name of Consultant with Complete Address of Communication]

To

The Secretary,

Odisha Real Estate Regulatory Authority, Bhubaneswar

371, Vivekananda Marg, Bhubaneswar-751014,

E-mail : reraodisha@gmail.com

Subject: Establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA).

Dear Sir,

We, the undersigned, offer to provide the consulting services for establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA) in accordance with your Request for Proposal dated xx/xx/2018 and our Technical Proposal. Our Financial Proposal is as below :

Resources	Monthly remuneration
Team Leader-cum-Policy and Regulatory Expert	
Planning Expert	
Information Technology Expert	
Legal Expert	

Total contract value for 24 months (in INR)*	
---	--

* **Excluding applicable taxes**

Notes

- a) The above includes all travel, lodging and other out of pocket expenses within Bhubaneswar; no extra claims above what has been mentioned in this section will be allowed during the engagement.
- b) All boarding and lodging expenses for any trip outside of Bhubaneswar for project related work shall be borne by ORERA.
- c) 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.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised Signature (In full and initials) :

Name and Title of Signatory :

Name of Firm :

Address :

Part III – Terms of Reference

1. Background:

The Real Estate (Regulatory and Development) Act, 2016 (Central Act 16 of 2016) was enacted by the Government of India to enhance transparency and accountability in real estate and housing transactions; to provide uniform regulatory environment for ensuring speedy adjudication of disputes; to boost domestic and foreign investment in the Real Estate sector; to promote orderly growth of the real estate sector through efficient project execution and standardization; and to offer single window system of clearance for real estate projects.

Subsequently, the Government of Odisha has notified that Odisha Real Estate (Regulation & Development) Rules, 2017 in accordance with Section 84 of the Act. Further, the Odisha Real Estate Regulatory Authority (ORERA), has been established in the State that shall act as the nodal agency for regulation and promotion of the real estate sector and to ensure sale of plot/apartment/building/real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector.

In order to accelerate its activities ORERA intends to select an agency for establishment of Programme Support Unit (PSU) for providing advisory services to Odisha Real Estate Regulatory Authority (ORERA). Under this arrangement, the appointed consultant would be expected to work in close coordination with other consultants of the Housing & Urban Development Department.

ORERA invites proposals from interested and qualified consultancy firms/agencies with relevant experience of providing project management services for institutional strengthening, improving the policy & regulatory environment with respect to urban planning/building regulatory reforms or real estate, and urban development for Government organizations, quasi-Government organizations or real-estate developers.

2. Scope of Work:

The Consultant would set up a Programme Support Unit (PSU) that shall provide the services of a team of experts with commensurate skills and experience to enable the Authority for effective discharge of its functions under the Act. The Programme Support Unit (PSU) shall operate from the ORERA office in Bhubaneswar for a term of two (02) years, extendable subject to satisfactory performance and approval of the Government.

The Programme Support Unit (PSU) shall support and assist ORERA in carrying out the following activities:

A. Policy & Regulatory

- Analysis of the current provisions of the Real Estate (Regulation & Development) Act,2016; Odisha Real Estate (Regulation & Development) Rules,2017; Odisha Real Estate Regulatory Authority Regulations,2017.
- Drafting of new/amendment of existing policies/rules/regulations/bye-laws/guidelines/standard operating procedures (SOPs)/notifications/ circulars/office orders/proceedings etc. for:
- Ensuring hassle-free registration and grant of approvals of projects & real estate agents.
- Grading of projects on various parameters of development including grading of promoters;
- Attracting investment in the real estate sector including measures to increase financial assistance to affordable housing segment;
- Advisory support to the authority in matters relating to the development real estate sector in the State;

B. Information Technology:

- Review of existing Odisha RERA online portal with respect to the various processes and functions available along with MIS reporting requirements;
- Undertake requirement analysis and gap-identification to identify functional and technical improvement opportunities in the existing portal for ensuring time bound project registration, approvals and clearances for timely completion of the project;
- Facilitate modifications/development in the online portal with respect to the identified improvement opportunities including code level changes, database modifications by the selected vendor etc.;
- Monitor vendors in maintaining the online portal for public viewing of:
 - all real estate projects for which registration has been given;
 - the names and photographs of real estate agents, who have applied and registered under the Act along with those whose registration has been rejected or revoked;

- the names and photographs or promoters as defaulters including the project details, registration for which has been revoked or have been penalized under the Act;
- any other details of projects, real estate agents and promoters, as required under the rules & regulations;

C. Legal Advisory

- Advisory support to the authority, within the legal framework, for approving, rejecting or revoking applications for registration of real estate projects/agents.
- Carry out legal vetting of new or amendment to any existing polities/rules/regulations/bye-laws/guidelines/standard operating procedures etc.
- Assist the authority to facilitate amicable conciliation of disputes between the promoters and the allottees through dispute settlement forums set up by the consumer or promoter associations.
- Provide legal advice to the authority on the issues as may be desired.

D. Planning:

- Monitor the scrutiny of the applications received for registration of such projects along with the supporting documents including the sanctioned building plan, site plan, layout plan, floor plan, FAR, density norms etc. vis-à-vis the development of the real estate projects,;
- Advisory support to the authority, within the planning framework, for approving, rejecting or revoking applications for registration of real estate projects.
- Assist the authority in undertaking measures to encourage construction of environmentally sustainable and affordable housing, promoting standardization and use of appropriate construction materials, fixtures, fittings and construction techniques:

E. Miscellaneous:

To carry out such other activities that may be required/specified by the Authority from time to time to meet the objectives of the assignment.

3. Team Composition:

For the purpose of successful execution of the assignment, the successful bidder shall put in place following resources:

No	Position	Minimum Qualification	Experience	No. of Resource
1	Team leader-cum-policy & Regulatory Expert	CA/MBA/Masters in Public Administration or Public Policy or Economics or related fields.	<ul style="list-style-type: none"> • At least 10 years' of experience in undertaking policy analysis and & formulation at state/central govt. level. • Should have worked with Government agencies/on Government projects for at least 5 years. 	1
2.	Planning Expert	Bachelor/Post Graduate degree in Planning/MBA	<ul style="list-style-type: none"> • At least 10 years of experience implementation of planning & building reforms, assessment of master plans/city development plans/layouts/development works etc. • Should have worked with Government Projects for at least 5 years. 	1
3	Information Technology Expert	MCA/B.Tech/B. Eng.	<ul style="list-style-type: none"> • At least 7 years of experience in process improvement leveraging ICI/IT consulting and advisory services for Govt./PSU. • Should have worked with Government agencies/on Government Projects for at least 3 years. 	1

4	Legal Expert	Bachelors in Law/CA/CS	<ul style="list-style-type: none"> • At least 10 years of professional experience in legal documentation, resolution of litigations/disputes, formulation & vetting of agreements, review of draft policy documents etc. • Should have worked with Government agencies/ on government projects for at least 5 years 	1
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ORERA reserves the right to request the selected bidder to provide additional resources/experts on a need basis for long term at the rates not exceeding the man-day rates quoted by the bidder in the financial proposal for the core team.

4. Client’s Input and Counterpart Services and Facilities.

- a) Services, facilities and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the Consultant by the Client with installation of fans/air conditions. The electricity charges shall be paid by the Client. The equipments like printer, laptop, computers, necessary stationeries etc. will be procured/arranged by the consulting firm.
- b) Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: As per requirement and at the request of the Consultant.
- c) The consulting firm will be responsible to:
 - I. Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules.
 - II. Arrange for communication related to contract, data processing and necessary stationeries; and
 - III. Arrange for all transportation and travelling required for the assignments to perform the services.

5. Time Duration and payment.

a) The total duration of the Project shall be 24 (Twenty four) months. The duration of the Project may be extended upon mutual agreement of Authority and the Consultant, on satisfactory performance, at the same terms and conditions.

b) The Authority shall maker payment to the Consultant on submission of reports (as per the milestone provided below), within 15 days of submission of the reports.

Payment Milestones

Sl.No.	Output	Time Period (T-Date of signing of Contract)	Percentage of the total contract value.
Deliverables			
1	Inception Report & Team Mobilisation: <i>Deploy resources and submit detailed work plan.</i>	T+30 days	10% of total contract value
2	Functional review of ORERA: <i>Assess functional effectiveness and efficiency of ORERA in fulfilling its mandates, including existing capacity and gaps in its organizational structure, services functionality, human resource capacities etc.</i>	T+90 days	10% of total contract value
3	Strengthening of the regulatory framework: <ul style="list-style-type: none"> • <i>Review relevant Act and Rules, identify weaknesses and suggest appropriate amendments and route of effecting such amendments.</i> • <i>Review enforcement mechanism and suggest strengthening and improving measure,</i> 	T+120 Days	10% of total contract value
4	Business Process Reengineering (BPR) Report: <i>Study as-is process and recommend strategies (Short/medium/long-term) for improving the processes to ensure effective public service delivery</i>	T+180 Days	10% of total contract value

5	Institutional Strengthening of ORERA: <i>Propose strategies (short/medium/long-term) for strengthening the institutional structure of ORERA</i>	T+210 Days	10% of total contract value
6	2 Guidance notes/SOPs on Contemporary Issues standardization of eco-friendly building materials and Grading of Projects and Promoters and Technological Advancements	T+240 Days	5% of total contract value
7	Knowledge Dissemination Workshop & Report: <i>Conduct one workshop sensitizing functionaries on various case laws/best practices etc. pertaining to RERA</i>	T+300 Days	5% of total contract value
Quarterly Progress Reports*			
1	Quarterly Progress Report -1	T+90 Days	5% of total contract value
2	Quarterly Progress Report -2	T+180 Days	5% of total contract value
3	Quarterly Progress Report -3	T+270 Days	5% of total contract value
4	Quarterly Progress Report -4	T+360 Days	5% of total contract value
5	Quarterly Progress Report -5	T+450 Days	5% of total contract value
6	Quarterly Progress Report -6	T+540 Days	5% of total contract value
7	Quarterly Progress Report -7	T+630 Days	5% of total contract value
8	Quarterly Progress Report -8	T+720 Days	5% of total contract value

* The Quarterly Progress Reports (QPR) submitted at the end of each quarter during the course of assignment shall mention the status/progress of work, activities performed, and issues resolved to be resolved related to assignments during the quarter.