



RFP NOTICE No.01/OUIDF-170/2017

REQUEST FOR PROPOSAL (RFP)

**For Appointment of Independent Engineer for implementation of
Odisha Street Lighting project being executed through PPP Mode**

Letter of Invitation (LoI)

1. Sealed Tenders are invited by Secretary, Odisha Urban Infrastructure Development Fund, here after referred as “The Employer” for Appointment of Independent Engineer for implementation of Odisha Street Lighting project being executed through PPP mode from Consultancy firms Empaneled as Energy Services Company (ESCO) with Bureau of Energy Efficiency.
2. Pre-bid meeting will be held on 10/08/2017 at 11 A.M in the office of The Secretary, OUIDF, 4th Floor, Zone A/2, Fortune Towers, Bhubaneswar-23,Odisha The Bidders shall submit their proposals latest by 30/08/2017 up to 4.00 P.M.
3. The Technical Proposal shall be opened on 31/08/2017 at 11:00 A.M of next day of PDD in the presence of representatives of bidders at office of The Secretary, OUIDF.4th Floor, Zone A/2, Fortune Towers, Bhubaneswar-23,Odisha
4. The Municipal Corporations for which Independent Engineer is proposing to be engaged are given below.

NIT No	Name & Details of Work	Bid Security
02	Appointment of Independent Engineer for implementation of Odisha Street Lighting project being executed through PPP Mode. <ul style="list-style-type: none">• Bhubaneswar Municipal Corporation• Cuttack Municipal Corporation• Sambalpur Municipal Corporation• Berhampur Municipal Corporation• Rourkela Municipal Corporation	Rs. 1,00,000/-

Interested Bidders may obtain further information from the office of :

5. Address:

The Secretary, OUIDF,
4th Floor, Zone A/2, Fortune Towers, Chandrasekharpur, Bhubaneswar, Odisha-751023,
Ph-0674-2300396/397, Email: ouidf.hudd@gmail.com

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Secretary, OUIDF

1. Introduction

1.1 Background of Project: With a view to address the problems of inadequate infrastructure and operational deficiencies in street lighting, the Government of Odisha (GOO) and the Municipal Corporations of Bhubaneswar, Cuttack, Berhampur, Rourkela and Sambalpur aim to engage a private operator for supply, installation, operation and maintenance of the Public Street Lighting System, in their respective cities being executed through PPP mode.

The Bhubaneswar Municipal Corporation, Cuttack Municipal Corporation, Berhampur Municipal Corporation, Rourkela Municipal Corporation and Sambalpur Municipal Corporation are collectively referred to as the Authority and where the context requires, the Authorities. The Authority intends to appoint Independent Engineer for monitoring of the implementation of the Energy Efficiency Street Lighting project in these 5 Corporations.

Each city of Bhubaneswar, Cuttack, Berhampur, Rourkela and Sambalpur, comprising of its respective municipal area as determined in accordance with the Orissa Municipal Corporation Act, 2003, is referred to as a Project City and collectively referred to as the Project Cities. The Authorities have authorised the OUIDF to conduct the Bid Process on their behalf for appointment of Independent Engineer.

1.2 Request for Proposal : OUIDF invites Proposals (the "Proposals") for Appointment of Independent Engineer for implementation of Odisha Street Lighting project being executed through PPP mode.

1.3 Validity of the Proposal: The proposal shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of proposal ("Proposal Due Date").

1.4 Brief description of the Selection Process: OUIDF shall adopt a three stage selection process in evaluating the Proposals. In the first stage, Pre-qualification Evaluation will be carried out with respect to minimum eligibility criteria set out in clause no 2.1.1, 2.1.2. In the second stage, a Technical Evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.2. In the third stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores based on Combined Quality and Cost Based Selection (CQCBS) as specified in Clause 3.4. The first ranked bidder (the "Selected Bidder") shall be selected for negotiation while the proposal of the second ranked bidder will be kept in reserve.

1.5 Currency rate and payment: All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.6 Schedule of Selection Process : OUIDF would endeavor to adhere to the following schedule

Sr. No.	Event Description	Date & Time
1	Pre Proposal/Pre Bid	10/08/2017 at 11:00 A.M.
2	Proposal Due date(PDD)	30/08/2017 at 4:00 PM

3	Date of Technical Opening	31/08/2017 at 11:00 AM
4	Letter of Award(LOA)	Within 30 days of PDD
5	Signing of Agreement	Within 45 days of PDD
6	Validity of Application	180 days from Proposal Due Date

1.7 Pre-Proposal Conference/Pre-bid meeting Venue:

Venue: Conference Hall, Odisha Urban Infrastructure Development Fund,4th Floor, Zone A/2, Fortune Towers ,Chandrasekharpur,Bhubaneswar-23

1.8 Communications:

All Communications including the submission of Proposal shall be addressed to by writing /email to

The Secretary OUIDF,

Address: OUIDF Trust, Zone A/2, Fourth Floor, Fortune Towers, Bhubaneswar-751023

Phone: 0674-2300396, 2300397 email: ouidf.hudd@gmail.com

2. INSTRUCTIONS TO BIDDERS

A. General

2.1 Conditions of Eligibility of Bidders

2.1.1 Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

- a) Bidder/Each Member of Consortium shall be empaneled as Energy Services Company (ESCO) with Bureau of Energy Efficiency with experience of Monitoring & Verification of Government projects. The Consortium with maximum two members is allowed.
- b) Bidder/Consortium (Aggregate of Consortium Members) shall have average turnover of at least of Rs. 3 Cr. from consultancy business in last three years (FY 2013-14, FY 2014-15, FY 2015-16) and each member of Consortium/Bidder must have positive Net worth as on 31.03.2016. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal.
- c) Bidder/Consortium (Aggregate for Consortium Members) must have Experience in Investment grade energy audits and/or Measurement and verification studies for an aggregate lighting load of at least 0.5 MW or 2000 Nos. (street lighting / industrial lighting / building lighting / township lighting etc.)

The proof of such engagements and its completion certificate should be provided along with Employer work order / contract with scope of work and project value in Technical Proposal.

Proposal of bidders who do not fulfill the criteria laid down at 2.1.1(a), (b) & (c) shall stand rejected forthwith and no further evaluation would be undertaken since these are minimum qualifying criteria. However Technical Bids of the qualified Bidder as per Clause no. 2.1.1(a), (b) & (c) shall be evaluated for CVs of Key Personnel, Approach & Methodology details of which are given in Clause no. 3.1.2 & 3.1.3.

Conditions for Key Personnel:

Each of the Key Personnel must fulfill the Conditions specified below:

Sr. No.	Position	Tasks Assigned	Qualification & Experience
1	Team Leader/Project Manager	Supervision of Asset Identification, Marking, Validation and Certification of Joint Survey Report and Equipment Installation Plan and issuance of Equipment	B. Tech / B.E. (Electrical) with Accredited Energy Auditor Certification from Bureau of Energy Efficiency (BEE) with minimum 5 years' experience in Street Lighting energy audit

Sr. No.	Position	Tasks Assigned	Qualification & Experience
		Commissioning certificate.	assignment for ULBs in India
2	Sr Project Engineer (One No)	Assist in Conducting Joint Survey , Equipment Installation & Commissioning of Energy Efficient Street Lighting	B. Tech Electrical with Energy Manager Certification from Bureau of Energy Efficiency with minimum 5 years' experience in energy audit and monitoring and verification experience
3	Project Engineer (Two Nos)	Assist in Conducting Joint Survey between Operator and Independent Engineer	B. Tech Electrical with minimum 2 years' experience in energy efficiency project preferably street lighting

It may be noted that the Project Manager and the Project Engineer proposed for the Project shall be available for the entire duration of the Project. Replacement of the Key personnel during the period of the assignment shall be with same or higher qualification with due approval of the Authority. Bidder shall be required to deploy additional man power on short term basis during Joint Survey operation to complete the Joint Survey in time. The CVs of additional manpower will not be evaluated during Technical Evaluation.

2.1.2 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate ("Associate" means a firm have common controlling shareholders or other ownership interest as that of the Bidder).

2.2 Conflict of Interest: Bidder shall not have a conflict of interest that may affect the Selection Process or the assignment (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OUIDF shall have the right to forfeit and appropriate the Bid Security/Performance Security, without prejudice to any other right or remedy that may be available to OUIDF hereunder or otherwise. The Guidance Note on "Conflict of Interest" is given in Annexure XIII.

2.3 Number of Proposals: No Bidder or its Associate shall submit more than one Proposal.

2.4 Cost of Proposal: The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to OUIDF, Project site etc. OUIDF will not be responsible

or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Due Diligence by Bidder: Bidders are encouraged to submit their respective Proposals after ascertaining for all matter considered relevant to them.

2.6 Right to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, OUIDF reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 Without prejudice to the generality of Clause 2.6.1, OUIDF reserves the right to reject any Proposal if :a) At any time, a material misrepresentation is made or uncovered, or b) The Bidder does not provide, within the time specified by OUIDF, the supplemental information sought by OUIDF for evaluation of the Proposal.

2.6.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then OUIDF reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of OUIDF, including annulment of the Selection Process.

B. Documents

2.7 Contents of the RFP

2.7.1 This RFP comprises the contents as listed below and will additionally include any Addendum / Amendment / Pre-Bid Clarification issued in accordance with Clauses 2.8 & 2.9:

Request for Proposal

- Introduction
- Instructions to Bidders
- Criteria for Evaluation
- Fraud and corrupt practices
- Pre-Proposal Conference/Pre-bid Meeting
- Miscellaneous

Annexures:

- Annexure I: Terms of Reference
- Annexure II: Cover Letter
- Annexure III: Statement of Legal Capacity
- Annexure IV: Power of Attorney
- Annexure V: Details of Bidder
- Annexure VI: Financial Qualification of Bidder
- Annexure VII: Eligible Project Experience
- Annexure VIII: CV of Key Personnel
- Annexure IX: Legally binding signed declaration of undertaking

- Annexure X: Salient Aspect of Technical Proposal
- Annexure XI: Consortium Agreement
- Annexure XII: Financial Proposal
- Annexure XIII: Guidance note on conflict of interest
- Annexure XIV: Consulting Services Contract

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may send their queries to OUIDF in writing/through e-mail before the date of pre bid meeting. The emails shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP for selection of Consultant for Appointment of Independent Engineer for implementation of Odisha Street Lighting project being executed through PPP mode". OUIDF shall endeavor to respond to the queries during Pre-bid meeting.
- 2.8.2 Any question, communication or requests for additional information concerning this RFP are only permitted in writing (e-mail) and up to three (3) weeks before the PDD. Answers / clarifications will be communicated to all Bidders via uploaded in website www.ouidf.in & www.urbanodisha.gov.in in good time, no later than 14 calendar days prior to the PDD. Thus, all bidders shall keep themselves informed about answers / clarifications by checking the website regularly. If necessary, the PDD will be postponed accordingly. The Minutes of the Pre-Bid Meeting / Addenda/Corrigenda shall form an integral part of the Contract Agreement.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of RFP, OUIDF may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on its website and notification through email.
- 2.9.2 In order to afford the Bidders a reasonable time for taking into account the amendments/ addendum, or for any other reason, OUIDF may, in its sole discretion, extend the PDD.

C. Preparation and Submission of Proposal

2.10 Language: The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the format provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case of any of these documents is in another language, it must preferably be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of RFP

- 2.11.1 The Bidder shall provide all the information sought under this RFP. OUIDF would evaluate only those Proposals that are received in the specified format and complete in all respects.
- 2.11.2 The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". In the event of any discrepancy between the original and its copies, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/ DVD/USB Stick in PDF format. Bid will be rejected if Financial Proposal is submitted in CD/DVD/USB Stick.
- 2.11.3 The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative(the "Authorised Representative") as detailed below:
- a) By a partner, in case of a partnership firm and/or a limited liability partnership;
 - b) By a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation;
 - c) Power of Attorney holder of Lead Member in case of Consortium as delegated in Consortium Agreement
- A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder and notarized by a notary public in the form as specified in Annexure IV shall accompany the Proposal.
- 2.11.4 Except as specifically provided in this RFP, no supplementary material will be entertained by OUIDF, and that evaluation will be carried out only on the basis of documents received by the closing time of PDD. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, OUIDF reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

2.12 Technical Proposal

- 2.12.1 Bidders shall submit the technical proposal in the formats from Annexure II to Annexure XI (the "Technical Proposal").
- 2.12.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
- a) The Bid Security is provided;

- b) All forms are submitted in the prescribed formats and signed by the authorised signatories;
- c) Power of Attorney, is executed as per Applicable Laws;
- d) All the Annexures are filled and signed by Authorised Signatory along with all supporting documents as per Minimum Eligibility Criteria clause 2.1.1, .
- e) CVs of all Key Personnel have been included;
- f) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.1.1 of the RFP; The CV of each Key Personnel shall be submitted as per the format at Annexure VIII.
- g) No alternative proposal for any Key Personnel is being made and CV for each position has to be furnished;
- h) Key Personnel would be available for the period indicated in the ToR;
- i) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
- j) The proposal is responsive in terms of Clause 2.19.3.

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.

2.12.4 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of OUIDF for a period of 3 (three) years. The award of work to the Bidder may also be liable to cancellation in such an event.

2.12.5 OUIDF reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by OUIDF to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OUIDF there under.

2.12.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by OUIDF without OUIDF being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be. In such an event, OUIDF shall have the right to forfeit and appropriate the Bid Security /Performance Security without prejudice to any other right or remedy that may be available to OUIDF.

2.13 Financial Proposal

- 2.13.1 Bidders shall submit financial proposal (Financial Proposal) as per the format given in Annexure XII clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- 2.13.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
- a. All the costs associated with the assignment shall be included in the Financial Proposal.
 - b. The Financial Proposal shall take into account all expenses and tax liabilities except Service Tax/GST. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. The applicable Service Tax/GST alone is reimbursable by the client. Kindly contact the concerned tax authorities for further information in this regard if required.
 - c. Costs shall be expressed in INR.

2.14 Submission of Proposal

- 2.14.1 The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. In case of any discrepancy between the version of the RFP submitted and the original RFP issued by OUIDF, the latter shall prevail.
- 2.14.2 The Proposal will be sealed in an outer envelope which will bear the address of OUIDF, RFP Notice number, name of assignment i.e. "RFP for Appointment of Independent Engineer for implementation of Odisha Street Lighting Project being executed through PPP mode" and the name, address and contact number of the Bidder. It shall bear on top, the following: **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE AUTHORISED PERSON OF OUIDF"** If the envelope is not sealed and marked as instructed above, OUIDF assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.
- 2.14.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the bid in the prescribed format Annexure II to XI and the supporting documents. .
- 2.14.4 The envelope marked "Financial Proposal" shall contain the financial Proposal in the prescribed format Annexure XII.
- 2.14.5 The completed Proposal must be delivered in hard copy on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.14.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted on or before 04:00 PM on the PDD specified at Clause 1.6 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.

2.15.2 OUIDF may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.16 Late Proposals

2.16.1 Proposals received by OUIDF after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by OUIDF prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the PDD.

2.17.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.17.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by OUIDF, shall be disregarded.

2.18 Bid Security

2.18.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 100,000/- (Rupees One Lakh only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the "The Secretary, OUIDF" payable at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from PDD except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180 (one hundred and eighty) days from the PDD.

2.18.2 The successful Bidder shall submit a Performance Guarantee for an amount equal to 10% of the value of the Contract in the form of a Bank Guarantee. The Performance Guarantee shall be returned, after the Consultancy Services by the Consultant.

2.18.3 OUIDF shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

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

- a) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- b) If a Bidder withdraws or modify 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 or commence the assignment as specified in Clauses 2.26 due to the reason solely attributed to the bidder; or
- d) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.2; and
- e) If the selected Bidder commits breach of the Agreement

D. Evaluation Process

2.19 Evaluation of Proposals

2.19.1 OUIDF shall open the Proposals at 11:00 A.M. on the next day of PDD, at the place specified in Clause 1.8 and in the presence of the Bidders who choose to attend. The envelopes marked "**Technical Proposal**" shall be opened first. The envelopes marked "**Financial Proposal**" shall be kept sealed for opening at a later stage.

2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.

2.19.3 Prior to evaluation of Proposals, OUIDF will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) The Technical Proposal is received in the format from Annexure II to Annexure XI in physical form and in PDF format in CD/DVD/USB Stick.
- b) It is received by the PDD including any extension thereof pursuant to Clause 2.15;
- c) It is accompanied by the Bid Security as specified in Clause 2.18;
- d) It is accompanied by the Power of Attorney;
- e) It contains all the information (complete in all respects) as requested in the RFP;
- f) It does not contain any condition or qualification; and
- g) It is not non-responsive in terms hereof.

2.19.4 OUIDF reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OUIDF in respect of such Proposals.

- 2.19.5 OUIDF shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 3 of this RFP.
- 2.19.6 After the technical evaluation, OUIDF shall prepare a list of shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all shortlisted Bidders for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. OUIDF will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2, 3.3 and 3.4. The Financial Proposal of Bidders who are shortlisted as per Clause 3.2 will only be opened for financial evaluation.
- 2.19.7 Bidders are advised that selection shall be entirely at the discretion of OUIDF. Bidders will be deemed to have understood and agreed that OUIDF shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on OUIDF, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.20 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising OUIDF in relation to matters arising out of, or concerning the Selection Process. OUIDF shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. OUIDF may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or OUIDF or as may be required by law or in connection with any legal process.

2.21 Clarifications

- 2.21.1 To facilitate evaluation of Proposals, OUIDF may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by OUIDF for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.
- 2.21.2 If any Bidder does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, OUIDF may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of OUIDF.

E. Appointment of Consultant

2.22 Negotiations

2.22.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be related to the scope of work and Terms of Reference. There will be no negotiation on the unit rates offered in Financial Proposal.

2.23 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify OUIDF, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.24 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by OUIDF to the Selected Bidders and the Selected Bidders will, within 10 (Ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidders are not received by the stipulated date, OUIDF may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidders, they will execute the Agreement within the period prescribed in Clause 1.6. The Selected Bidders will not be entitled to seek any deviation in the Agreement. If the Successful Bidder is a Consortium to whom the LOA is issued, each Partner of Consortium shall sign and execute the Agreement with OUIDF and shall jointly and severally responsible to the OUIDF for performance of Contract

2.26 Commencement of assignment

The Independent Engineer shall commence the Services at the Project site within 30 (Thirty) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultants fail to either sign the Agreement as specified in Clause 2.25 or commence the assignment as specified herein, OUIDF may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security/Performance Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

2.27 Proprietary data

Subject to the provisions of Clause 2.20, all documents and other information provided to OUIDF or submitted by any Bidder to OUIDF shall remain or become the property of OUIDF. Bidders are required to treat all information as strictly confidential. OUIDF will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultants to OUIDF in relation to the Consultancy shall be the property of OUIDF.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage Technical Proposal (Annexure II to XI) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1. Those bidders whose bids would not qualify in Clause no.2.1.1 out rightly rejected and no further evaluation will be done on Technical Proposal. Those Bidders who qualify their Technical Proposal will be evaluated on the basis of Bidder's understanding of TOR, proposed methodology and Work Plan as per Annexure X and the qualification and experience of Key Personnel as per Annexure VIII. Only those Bidders whose Technical Proposals get a score of 75 (Seventy Five) marks or more out of 100 (hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

Sr. No.	Position/Criteria	Marks
1	Key Personnel (as detailed in Clause 3.1.4)	60
2	<p>I. Clarity on Completeness of Bids-05 Marks</p> <p>a. Cover letter, Statement of Legal Capacity, Power of Attorney, Declaration of Undertaking as per format (2 Marks)</p> <p>b. CVs as format(1 marks)</p> <p>c. Presentation of Technical Proposal - Approach and Methodology, Work Plan, Manning Schedule, Comments on TOR as per format (2 marks)</p> <p>II. Approach & Methodology-20 Marks</p> <p>a. Understanding of the scope of work(5 marks)</p> <p>b. Site appreciation(3 Marks)</p> <p>c. Proposed methodology of Consultant for undertaking the assignment(12 marks)</p> <p>III. Work Plan-5 Marks</p> <p>IV. Manning Schedule-5 Marks</p> <p>V. Comments on ToR- 5 Marks</p> <p>Approach and Methodology, Work Plan and Manning Schedule shall be provided as per the formats given in Annexure X</p>	40
	Total	100

*The Project Manager/Sr. Project Engineer shall make a presentation on the proposed approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power Point Presentation shall be made only by the Project Manager/Sr. Project Engineer. Any other representative of the Bidder may be permitted to make the presentation in case of unavoidable circumstances with permission of Employer.

3.1.3 The breakup of scoring for key personnel would be as follows:

SL No	Position	Maximum Marks
1	Project Manager	25
2	Sr Project Engineer	15
3	Project Engineer (two) @ 10 mark each	20
	Total	60

A criterion for Marking of qualified Persons to be deployed is as below:-

Position	Marks for Person having Qualification		Marks for their experience		No. of Eligible Projects	
Project Manager	Graduate in Electrical Engineering with Accredited Energy Auditor Certification from BEE	ME/M Tech in Electrical Engineering /Power Electronics/ Energy System/ Energy from institute recognized by AICTE	5 years	More than 5 years	2	More than 2
Marks for Project Manager	4 marks	6 marks (Cum)	5 marks	1mark for each completed year beyond 5 years subjected to maximum 10marks(Cum)	4 marks (Cum)	1mark for each completed project beyond 2 subjected to maximum 9 marks (Cum)
Sr Project Engineer	B.Tech in Electrical Engineering Certification of Energy Manager from BEE		5 years	More than 5 years	2	More than 2
Marks for Sr. Project Engineer	5 marks		4marks	1mark for each completed year beyond 5 years subjected	2 marks	1mark for each completed project beyond 2 subjected to

Position	Marks for Person having Qualification		Marks for their experience		No. of Eligible Projects	
				to maximum 6marks(Cum)		maximum 4marks (Cum)
Project Engineer	B.Tech in Electrical Engineering	Certification of Energy Manager from BEE	2 Years	More than 2 years	1 or more	
Marks for Project Engineer (Two) 10 marks each	2 marks	3marks (Cum)	3 marks	1mark for each completed year beyond 2 years subjected to maximum 5 marks (Cum)	2 marks	

Note: - Person having qualification and experience less than the prescribed Qualification and experience in the RFP will be marked as nil. Bid will be rejected if the Key Personnel do not have minimum Qualification as defined in Clause 2.1.1.

Eligible Project:

Eligible Project means IGA study/M&V work/PMC work of Energy Efficiency Street Lighting Project on EPC/ PPP basis. (Street lighting/Industrial Lighting/Building Lighting/Township Lighting etc.)

3.2 Short-listing of Bidders

Of the Bidders ranked as aforesaid in Clause 3.1.1, shall be short-listed up to 5 no’s of Bidder for financial evaluation in the second stage.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the third stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).
- 3.3.2 For financial evaluation, the total fee indicated in the financial proposal as per Annexure XII will be considered.
- 3.3.3 OUIDF will determine whether the Financial Proposal is complete, unqualified and unconditional. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest Financial Proposal (FM) will be given a financial scoring (SF) of 100 points, the financial scores of other proposals will be computed as follows:

$$SF=100 \times FM/F$$

FM = Lowest financial Proposal Amount

F = Amount of other Financial Proposal

3.4 Combined Evaluation of Proposal

3.4.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.70 (Seventy percent) and 0.30 (Thirty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals. The relevant combined total score for each Consultant Proposals will finally be ranked according to their combined technical scores (ST) as defined in clause 3.1.2 and financial (SF) scores as evaluate in clause 3.3.3 as follows :

$$S = (0.70*ST + 0.30*SF)$$

Where "S" is the combined score The Selected Bidder shall be the first ranked bidder (having the highest combined score). The second ranked bidder shall be kept in reserve and may be invited as and when required.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, OUIDF shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

4.2 Without prejudice to the rights of OUIDF under Clause 4.1 here in above and the rights and remedies which OUIDF may have under the shortlisting process, if an Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice ,undesirable practice or restrictive practice during the Selection Process, or after the shortlisting process, such Bidder shall not be eligible to participate in any tender issued by OUIDF during a period of 3 (three) years from such date.

4.3 For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:

"Corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OUIDF who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of OUIDF, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii)engaging in an manner whatsoever, whether during the Selection Process or after shortlisting ,as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of OUIDF in relation to any matter concerning the Project;

"**Fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

"**Coercive practice**: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

"**Undesirable practice**" means establishing contact with any person connected with or employed or engaged by OUIDF with the objective of canvassing, lobbying or in any manner influencing the outcome of the procedure for selection of bidders.

5. PRE-PROPOSAL CONFERENCE

- 5.1. Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.2. During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of OUIDF. OUIDF shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2. OUIDF, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Bidder in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to OUIDF by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other Information and/or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases OUIDF, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligation here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.4.** OUIDF reserves the right to make inquiries with any of Employers listed by the Bidder in their previous experience record of the submitted Technical Proposal.

ANNEXURE I: TERMS OF REFERENCE

With a view to address the problems of inadequate infrastructure and operational deficiencies in street lighting, the Government of Odisha (GOO) and the Municipal Corporations of Bhubaneswar, Cuttack, Berhampur, Rourkela and Sambalpur aim to engage a private operator for supply, installation, operation and maintenance of the Public Street Lighting System, in their respective cities, being executed through PPP mode.

The private operator (Concessionaire) selected shall form a Special Purpose Vehicle (SPV) for implementation and operation of the Project.

The Concessionaire shall enter into Supply Installation Operation and Maintenance (SIOM) Agreement with each of the Municipal Corporations.

OUIDF being a funding agency for the project, intends to appoint an Independent Engineer for monitoring of implementation of the Project.

The Independent Engineer appointed shall enter into a Quadripartite Agreement with a) OUIDF, b) Concessionaire, c) Authority – Comprising the 5 Municipal Corporations.

The draft SIOM Agreement to be executed between the Concessionaire and the Municipal Corporations is provided along with the RFP document for reference. The scope of work of Independent Engineer as provided in the SIOM Agreement is given below.

1. Scope of Work of Independent Engineer:

The Independent Engineer shall be responsible for the following activities:

- a) Overseeing the Asset Identification and marking;
- b) Validation and Certification of Joint Survey Report and Approval of Equipment Installation Plan; and
- c) Issuance of Equipment Commissioning Certificate;
- d) Compliance to E-Waste Management Rule 2016

The terms of reference of the Independent Engineer for the aforementioned task are mentioned as follows.

1.1 Overseeing Asset Identification and Marking

The Independent Engineer, as a part of Joint Survey team will participate in conducting the joint survey for asset identification. The survey shall capture details for each and every street light point along with particulars of ward number, street name, road type as per IS 1944, switching point, energy billing meter or connection number, feeder panel, switching, protection, communication and control equipment, pole number, pole spacing/ span, fixture height, existing fixture type; rating & numbers for particular pole etc.

Independent Engineer shall certify the asset register created jointly by the Authority and Project SPV that shall define physical boundary of the project in accordance with the guidelines set out at draft SIOM Agreement.

Independent Engineer shall also validate the pole number painted by the Project SPV on each Street lighting pole.

1.2 Validation and Certification of Joint Survey Report & Equipment Installation Plan

Independent Engineer shall validate and certify the ward wise Joint Survey Reports submitted by the Authority and Project SPV as well as Equipment Installation Plan prepared by the Authority and the Project SPV, within 15 days of receipt of the same. This shall include the following:

- a) Verification and certification of the Joint Survey Report on existing street lighting inventory and project scope:
 - i. Categorization of Road Type(s) for each Street Lighting Point.
 - ii. Details of switching points/ feeder panels, energy billing meter (including connection number), switching, protection, communication and control equipment etc.
 - iii. Details of infrastructure including pole type, pole ownership, pole span/ spacing, pole height, fixture installation height, cable/ conductor type and its length, outreach arm/ bracket type and its length etc. for each switching point. This should also include physical condition assessment of the assets and recommendations regarding replacement/ upgradation requirements.
 - iv. Number, type, rating, working condition etc. of existing fixtures on each pole;
 - v. Details on Single Drop Points in Project City and possibilities for regularizing of Single Drop Points through cable looping for multiple single drop points with Timer & MCB or through feeder panel, as appropriate.
 - vi. Details of proposed stretches for Greenfield Street Lighting Systems installation by the Project SPV;
 - vii. Validation of Single Line Diagrams (SLDs), indicative maps and any other details captured during Joint Survey;
 - viii. Approval or rejection of the findings set out therein, including the recommendation, if any, to remove or add certain Project Street Light Points from the scope of the Project.
- b) Validation and Approval of Equipment Installation Plan
 - i. Switching Point wise Feeder Panel installation plan, including adequacy of proposed KVA rating of proposed feeder panel, recommendations regarding clubbing/ optimization of switching points etc.,
 - ii. Infrastructure improvement proposals including conductor/ cable replacements, bracket/ outreach arm replacements, pole replacements etc., if any, in accordance with the scope defined in the SIOM Agreement.
 - iii. Pole wise proposed LED Luminaire configuration (numbers, ratings etc.), including its validation on Road Type basis.
 - iv. Installation plan for Greenfield stretches- this involves installation plan for complete Project Public Street Lighting System on new stretches identified by Authority. Independent Engineer would validate stretch wise complete PSL infrastructure and Luminaire plan with listing of Bill of Quantities including pole types, pole span, pole arrangement, brackets, outreach arms, cabling, transformer, switching systems, protection systems, feeder panel etc.

1.3 Issuance of Equipment Commissioning Certificate

Post equipment installation by the Project SPV, the Independent Engineer shall be required to issue Equipment Commissioning Certificate for each Phase to the Project SPV as per the provisions of draft SIOM Agreement and in accordance with the scope outlined below:

- a) Verify the quantities of equipment/ material installed by the Project SPV;
- b) Verify adherence to the Technical Specifications, quality of installations and workmanship;
- c) Verify kW loading at respective switching point/ feeder panel level:
 - i. kW measurements for select switching points / feeder panel level shall be validated against the estimated kW load on the switching point considering the different ratings and numbers of LED Luminaires. For kW estimation at the Feeder Panel level, the wattages of LED Luminaires as confirmed in Sphere Spectroradiometry Test Data in LM 79 report and submitted as in SIOM Agreement forming the selection criteria for the project during the Bid Process would be considered by Independent Engineer.
 - ii. Switching Point wise actual kW, estimated kW and % variation in actual kW w.r.t estimated kW. Feeder Panels with % variation of more than +10% would be brought to the notice of Authority.

1.4 Compliance to E-Waste Management Rules, 2016

The Independent Engineer shall be responsible for ensuring compliance of E-Waste Management Rules 2016 by the SPV and the ULBs. Further, the SPV shall adhere to Environmental and Social Requirements as per SIOM Agreement Clause 10.1 (d). The ULBs shall dispose of the existing lamps in accordance with clause 10.2 (e) & (d) of SIOM Agreement during implementation of Street Lighting Project. The Independent Engineer shall ensure compliance of the same by SPV and ULB.

1.5 Minimum measuring Instruments to be owned by Agency/firm

The firms are required to have following instruments along with calibration certificate not more than one year old:

- LUX Meter
- KW and kWh Data Logger
- Handheld Portable Power Recorder
- Electrical Power Analyzer with Clamp-on Type
- GPS Mapping Survey Instrument

2. Deliverables and payment schedule

Duration of Assignment is tentatively 12 Months from date of execution of Consultancy Agreement. The Independent Engineer shall be available till completion of the assignment. No additional payments shall be made for extension of period of assignment.

Table 1: Payment Milestone

Sr. No.	Stage/Milestone	% of total consultancy fee	Time line
1	Inception Report & Joint Survey Report	10%	
2	Certification of Installation of Energy Efficiency Street Lights on Monthly Basis for each Municipal Corporation	*80% on monthly basis	Starts after one month from approval of Inception Report & Joint Survey Report
3	Final Survey Report of Implementation and evaluation including Performance Standard and on Commissioning at each Municipal Corporation	10%	On Successful Commissioning at each Municipal Corporation

* **Payment to Consultant on Monthly Invoice** = (Quantity of Street Lights certified to have been Installed for each Municipal Corporation/Minimum Obligation Quantity per each Municipal Corporation) × Consultancy Fee for each Municipal Corporation×0.80

Table 2: Minimum Obligation Quantity for each Municipal Corporation

Particular Lamps	Bhubaneswar	Berhampur	Cuttack	Rourkela	Sambalpur	Total
LED120:Road Type A2 Nos	621	484	1284	734	70	3193
LED 90: Road Type B1 Nos	881	774	1233	1090	1391	5369
LED60: Road Type B2 Nos	1463	1660	3152	1360	1462	9097
LED45: Road Type C Nos	3171	2330	5200	1665	973	13329
LED25: Road Type C Nos		2330	5200	1665	973	10158
Total	6136	7578	16069	6494	4869	41146

The payments are subject to the acceptance of the reports and the documents by Concerned Authority for every stage/milestone of the project. The fees quoted by the Successful Bidder is applicable for the above Minimum Obligation Quantity. If actual installed light is more than the Minimum Obligation quantity, then fees shall be increased proportionately on per street light basis.

Performance Guarantee (10% of Contract Value) will be released after successful completion of contract.

Table 3: Timeline for submission of Deliverables

Sr. No.	Deliverable	Time frame after submission of documents/ notice
1	Approval of joint survey report after receipt of Joint Survey report by Joint Survey Team	Within 15 days
2	Verification and approval of the Equipment installation plan after receipt of Equipment Installation Plan from Project SPV	Within 5 days
3	Issuance of the Equipment commissioning certificate to Project SPV	Within 3 days from Commissioning

The Non Compliance to the time schedule or any violation of the Contract by the Consultant shall entitle Employer to encash the Performance Guarantee. 0.5% of Contract value for each milestone of Table 3 as liquidated damage per week shall be deducted for delay in submission of deliverables/stages/milestone subject to maximum of 8% of the Contract Value. On Successful completion of assignment, Performance Guarantee (10% of Contract Value) shall be released subject to any deductions.

3. Role of ULB

The concerned ULB shall approve the Survey Report and any other documents as submitted by the Independent Engineer as per TOR.

4. Completion of Service

All the survey outputs shall be submitted by the Independent Engineer to OUIDF, Concessionaire and ULBs in soft form apart from the reports indicated in the Deliverables. The survey outputs shall remain the property of the concerned ULB and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the ULB. The Consultancy shall stand completed on satisfactory acceptance by the ULB of all the Deliverables of the Consultant. ULB shall issue a certificate to that effect.

ANNEXURE II: COVER LETTER

(On the letter head of Bidder)

The Secretary, OUIDF
Fortune Towers, 4th Floor, Zone A/2,
Chandrasekharapur, Bhubaneswar-751023

Dated:

Subject: Appointment of Independent Engineer for implementation of Odisha Street Lighting project being executed through PPP mode

Dear Sir,

With reference to your RFP document dated....., I/we, having examined the RFP and understood its contents, hereby submit our proposal

1. The technical and financial proposals are unconditional and unqualified.
2. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to OUIDF any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of OUIDF to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by OUIDF.
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2 of the RFP document;
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

- restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender issued by or any agreement entered into with OUIDF or any other public sector enterprise or any government, Central or State;
- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.6 and Clause 6 of the RFP document.
9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate OUIDF of the same immediately.
14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by OUIDF in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The Bid Security of Rs.1,00,000/- (Rupees One Lakh) in the form of demand draft, in accordance with the RFP document.

16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. We agree to keep this offer valid for 180 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favor of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Annexure IV.
19. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by OUIDF or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. We, _____ (Bidder's name) herewith enclose the Financial Proposal as Annexure XII for selection of my/our firm as Consultant.
21. We agree and undertake to abide by all the terms and conditions of the RFP document including Pre-Bid Clarification & Addendum.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised signatory)

(Name and stamp of Bidder/Lead Member of Consortium)

ANNEXURE III: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder)

Ref.

The Secretary, OUIDF
Fortune Towers, 4th Floor, Zone A/2,
Chandrasekharapur, Bhubaneswar-751023

Dated:

Dear Sir,

Sub: Appointment of Independent Engineer for implementation of Odisha Street Lighting project being executed through PPP mode in 5 Municipal Corporation of Odisha.

We hereby confirm that we, the Bidder , satisfy the terms and conditions laid down in the RFP document.

We have agreed that **(insert individual's name)** will act as our Authorised Representative and has been duly authorised to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of Bidder/ Lead Member of Consortium

ANNEXURE IV: POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful Attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for "Appointment of Independent Engineer for implementation of Odisha Street Lighting project being executed through PPP mode" in response to the RFP floated by OUIDF including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the OUIDF, representing us in all matters before the OUIDF, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the OUIDF in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the OUIDF, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF, 2017

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
- 2) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE-V
Details of Bidder
(To be submitted on Letterhead of Bidder)

- 1 a) Name:
 - b) Date of Incorporation/Commencement:
 2. Brief Description of Company including details of its main line of Business
 3. Shareholding of the Bidder
 4. List of Directors:
 5. Details of Individual who will serve as the point of contact/communication to Employer:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
 6. Particular of Authorised Signatory of Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No.:
 - e) Email Address:
 - f) Fax No:
 7. Year & Date of Empanelment with BEE as ESCO:
- 1. Bidder should submit attested copy of valid Empanelment Letter of BEE, valid Accreditation Certificate & Certificate of Incorporation by Authorised Signatory**

2. For Bidder/Consortium each Consortium member shall attach in separate sheet)

Experience in Investment grade energy audits and/or Measurement and verification studies for an aggregate lighting load of at least 0.5 MW (street lighting / industrial lighting / building lighting / township lighting etc.)

Details of project for which energy audit/ M&V studies done	Details of Employer with order No & Date (copy to be given)	Lighting Load of the project Audited/ verified in MW

ANNEXURE-VI

Financial Qualification of Bidder

SL No	Financial Year	Annual Turnover (Rs. Lakhs)	Net Worth as on 31.03.2016 (Rs. Lakhs)
1	2013-2014		
2	2014-2015		
3	2015-2016		

Statutory Auditor

Name of Audit Firm:

Seal of Audit Firm:

Name of Partner:

Membership No:

Contact No:

Address:

Note:

For Consortium, each Consortium Member shall submit in separate sheet.

The Bidder/Consortium Member shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The bidder/each Consortium Member will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year.

ANNEXURE VII

Project Experience Details of Completed Eligible Project on Energy Efficiency Street Lighting / industrial lighting / building lighting / township lighting etc.(Following Tables shall be filled in by Bidder and for Consortium each member of Consortium shall submit separate sheet)

S L N o	Name of Project	Completion Date	Eligible Assignment Name & Brief Description of Deliverable s/Inputs Including aggregate lighting load in Megawatt and no of Street Lightings	Name of Employer, Address & Contact No	Approximat e Contract fee Value in INRs.	Value of Energy Efficiency Street Lighting Project	Role of Bidder in Eligible Assignmen ts	Whether as Lead Bidder or Minor Consorti um Partner
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**Name & Signature of
Authorised Signatory**

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy/Completion Certificate.
- Experience as minor Partner will not qualify for evaluation

ANNEXURE-VIII: CV OF KEY PERSONNEL

A. Summary of Key Positions

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience (as required for Key Personnel) in years	Details of Eligible Projects
1	Project Manager				
2	Sr. Project Engineer				
3	Project Engineer ^{1st}				
4	Project Engineer- ^{2nd}				

B.CV of Key Position

1	Proposed Position			
2	Name of Firm/Consortium Member			
3	Name of Staff			
4	Date of Birth			
5	Nationality			
6	Education	Degree	Institution	Year
7	Professional Memberships			
8	BEE Membership			
9	Other Training & Publications			
10	Countries of Work Experiences			
11	Language	Speak	Write	Read
12	Employment Record	From : To:		Position Held
	Employer Name & Address with			

	Contact No		
	Detail task assigned as per TOR		
	Details of Projects Handled(to be provided for all the eligible projects)	<ul style="list-style-type: none"> • Project Duration-Start Date: End Date: • Is project is Retrofitting or Greenfield: • Name of ULBs Involved: • Contact No & Address: • Scope of Work of the proposed expert involved in the project: • Does the Project involve PMC/Independent Engineer/ Authority Engineer of Energy Efficient Lighting Project / industrial lighting / building lighting / township lighting etc: • Capacity of Street Lighting Project in running Km ,in MW and no of LED/Luminaries: 	

(Signature and name of the Key Personnel and authorised signatory of the Bidder)

Notes:

- Use separate form for each Key Personnel
- CV shall be signed and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.
- If BEE Certified then the self-attested certification copy shall be attached

ANNEXURE-IX: LEGALLY BINDING SIGNED DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines* . We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards. We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of India. We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the OUIDF and KfW if this situation occurs at a later stage. We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the OUIDF and/or KfW, the OUIDF shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

(Place)..... (Date)..... (Name of company)

(Signature(s))

**Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries“ and “Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries for reference:*

<https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Consulting-E.pdf>

ANNEXURE X: SALIENT ASPECT OF TECHNICAL PROPOSAL

The salient aspects of the technical proposal shall be described as follows:

1. Clarity on Completeness of Bids

The bid for services must take full account, in content and form, the terms of reference and the conditions of the bid for services in the request for proposal. All the components of the bid for services that are required must be presented. Clarity in the bid means a clear structure, text statements supported with appropriate tables, lists and other editorial aids in accordance with the complexity of the terms of reference, and a balanced use of annexes to keep the main text clear and precise. If there are minor omissions in relation to the terms of reference, points will be deducted. Omissions that considerably restrict comparison with other bids can cause the bidder to be excluded.

2. Approach & Methodology , Work Plan &Manning Schedule

The bid for services must present the methodological approach and the programme of work in such a way that their suitability in regard to the terms of reference can be assessed and they can be compared with other qualified bids. This includes a statement of the work organization planned and the logistics. If there is an evident and considerable discrepancy between the terms of reference and the quantities given, the bid will not be considered. The text should state clearly how the task is to be proposed to be undertaken and the deployment schedule of staff. In case the key staff is to be supported by additional staff, the same shall be reflected in the approach and methodology. The work plan and manning schedule shall be provided in the form of bar chart. It must be supplemented with diagrams, tables and in case of complex work, appropriate graphics.

The approach and methodology to be covered under the following heads:

- a. Understanding of the scope of work
- b. Proposed methodology of Consultant for undertaking the assignment
 - i. Deployment of staff and logistics
 - ii. Technical approach
 - iii. Methodological framework for Joint survey analysis, Validation of Equipment Installation Plan, Asset marking Equipment Installation & Commissioning, Compliance to E-Waste Management Rule 2016

Work Plan

SL No	Activity	Duration In Quarter			
		1	2	3	4
Inception & Joint Survey					
1.1	Task-1:				
1.2	Task-2:				
1.3	Task-3:				
Validation of Equipment Installation Plan					
2.1	Task-4:				
2.2	Task-5:				
2.3	Task-6:				
Issuance of Equipment Commissioning Certificate					
3.1	Task-7:				
3.2	Task-8:				
3.3	Task-9:				
Compliance to E-Waste Management Rule 2016					
4.1	Task-10:				
4.2	Task-11:				
4.3	Task-12:				
Issuance of Project Completion Certificate					
5.1	Task-13:				
5.2	Task-14:				
5.3	Task-15:				

Manning schedule

Sr. No.	Name	Position	Month/Quarter wise Programme (In the form of Bar chart)					No of Months
			1st	2 nd	3 rd	4 th	5 th	
Key Staff								
1								Subtotal (1)
2								Subtotal (2)
3								Subtotal (3)
4								Subtotal (4)
Support Staff								
5								Subtotal (5)
6								Subtotal (6)

3. Comments on Term of Reference

In this section, the bidder shall comment on the following

- i. Adequacy of the Terms of Reference in fulfilling the project objectives
- ii. Timeline proposed for various milestones of the assignment and the support required for adhering to the timelines
- iii. Problems that are likely to be encountered during the assignment and the mitigation measures

The proposal should cover the above three aspects.

The Project Manager / Sr. Project Engineer shall make a presentation on the proposal approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power point Presentation shall be made only by key Expert. In case of unavoidable circumstances. Any other representative of the Bidder shall be permitted to make the presentation with permission from the Employer

ANNEXURE-XI: CONSORTIUM AGREEMENT

(In Non-Judicial Stamp Paper)

This Consortium Agreement is executed on this..... day of....., 2017 between M/s....., a company incorporated under laws of.....and having its Registered/Principal Office at..... (herein after called the `Lead Member' which expression shall include its successors, executors and permitted assigns)

And

M/s....., a company incorporated under the laws ofand having its Registered/ Principal Office at..... (herein after called the `Second Member' which expression shall include its successors, executors and permitted assigns)

The two Consortium Members are collectively referred to as "Consortium Members".

WHEREAS, OUIDF has invited Request for Proposal (RFP) appointment of Independent Engineer for implementation of Odisha Street Lighting Project being executed through PPP mode vide its document no. 01/OUIDF-170/2017dated 26/06/2017

AND WHEREAS as per the RFP document, Consortium shall be considered subject to a maximum of two Consortium members.

AND WHEREAS the Bid documents are being submitted to OUIDF vide Proposal dated based on the Consortium Agreement by these presents in accordance with the requirement of RFP document conditions and requirements and have been signed by all the Consortium members.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Consortium Members to this Consortium do hereby agree as follows:

1. We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. In consideration of the RFP bid submitted by the Consortium to OUIDF, qualification of our bid by OUIDF if considered acceptable and on the award of contract by OUIDF to the Consortium (if selected by OUIDF), we the partners to the Consortium, hereby agree that the Lead Member (M/s.....) shall act as the lead partner for self, and for and on behalf of Second Member and further declare and confirm that we shall jointly and severally be bound unto OUIDF for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to OUIDF to perform all contractual obligations including technical guarantees. Further, the Lead Member is authorised to incur liabilities and receive instructions for and on behalf of any or all partners of the Consortium.
3. The roles and responsibilities of each Consortium partner are as given below.

Consortium member	Scope of work
Lead Member	
Second Member	

4. In case of any breach of the said contract by any of the partners of the Consortium, we hereby agree to be fully responsible for the successful execution/ performance of the contract in accordance with the terms of the contract.
5. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as detailed in clause 3 *supra*. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the contract.
6. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Bhubaneswar shall have exclusive jurisdiction in all matters arising there under.
7. In case of award of Contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract Performance Guarantee in favour of OUIDF from a bank acceptable/ approved by OUIDF for a value as stipulated in the Contract award and such guarantee shall be in the names of both the Partners of the Consortium.
8. It is further agreed that this Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till OUIDF discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective Authorised Representatives, have executed and delivered this Consortium Agreement on the day first above mentioned.

For M/s.....(Lead Member)

Signature of Authorised Representative

Name

Designation

For M/s.....(Second Member)

Signature of Authorised Representative

Name

Designation

Witness 1:

Witness 2:

ANNEXURE XII: FINANCIAL PROPOSAL

(On the letter head of Bidder)

Appointment of Independent Engineer for Implementation of Odisha Street Lighting Project being executed through PPP mode in Five Municipal Corporation of Odisha

Having gone through the RFP and having fully understood the scope of work for the Project as set out in the TOR, we are pleased to quote the following Professional fees for the Assignment as per the specified scope of Work:

<i>Particulars</i>		Total Consultancy Fees (Rs.) In figures	Total Consultancy Fees (Rs.) in words
1.Bhubaneswar	Municipal Corporation		
2.Cuttack	Municipal Corporation		
3.Berhampur	Municipal Corporation		
4.Sambalpur	Municipal Corporation		
5.Rourkela	Municipal Corporation		
Total Consultancy Fee			
GST if any @____%			
Total Contract Value In Rs.			

Signature of authorised representative of the Bidder

Note:

1. The Financial Proposal is inclusive of all out pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by Bidder as given below.
4. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST

(We understand you are not bound to accept any proposal you receive)

Cost Estimation of Services (only for reference)

Contract to be operated on lump sum fee quoted basis.

I. Remuneration of Staff

Staff	Name	Man month rate (Rs.)	Working month	Total cost (Rs.)
Project Manager				
Sr Project Engineer				
Project Engineer-1st				
Project Engineer-2nd				
Other staff proposed for the assignment				
		Subtotal Staff		

II. Direct expenses

Expenses	Rs.
Cost of survey and field investigation expenses	
Printing and stationery	
Other expenses (please specify)	
Subtotal (Direct Expenses)	

III. Out of pocket expenses

Expenses	Rs.
Room rent	
Air fare	
Other travel and local conveyance expenses	
Lump sum miscellaneous expenses	
Subtotal (out of pocket expenses)	

(All the breakup of expenses is indicative only to arrive the total consultancy fee)

ANNEXURE XIII: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.2 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the OUIDF and a consultant or between consultants and present or future contractors.

Some of the situations that would involve conflict of interest are identified below:

a. OUIDF and consultants:

- i) Potential consultant should not be privy to information from OUIDF which is not available to others;
- ii) Potential consultant should not have defined the project when earlier working for OUIDF
- iii) Potential consultant should not have recently worked for the OUIDF overseeing the project.

b. Consultants and contractors:

- i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii) No consultant should be involved in owning or operating entities resulting from the project; or
 - iii) No consultant should bid for works arising from the project.
 - iv) The participation of companies that may be involved as investors or consumers and officials of the OUIDF who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the OUIDF. All conflicts must be declared as and when the consultants become aware of them.
 5. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

6. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the OUIDF but which will generate further work for the consultants. Some contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
7. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the OUIDF at the earliest. Officials of the OUIDF involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

(ANNEXURE XIV)
QUADRIPARTITE AGREEMENT FOR CONSULTANCY SERVICES

This Consultancy Agreement (hereinafter called the "**Contract**") is made on day of the month of, 2017, by and between,

Odisha Urban Infrastructure Development Fund (OUIDF) having its Registered Office at 4th Floor, Zone A/2, Fortune Towers, Bhubaneswar - 7510023 represented by Secretary, OUIDF (hereinafter called "**The Employer**" or "**Employer**" which includes its successors and permitted assigns), of the First Part

And

Bhubaneswar Municipal Corporation, Cuttack Municipal Corporation, Rourkela Municipal Corporation, Sambalpur Municipal Corporation, Berhampur Municipal Corporation represented by the Municipal Commissioner (hereinafter called the "**Authorities**" which includes its successors and permitted assigns), of the Second Part

And

_____ Bidder/Special Purpose vehicle selected for Implementation of Energy Efficiency Street Lighting Project in Bhubaneswar Municipal Corporation, Cuttack Municipal Corporation, Rourkela Municipal Corporation, Sambalpur Municipal Corporation, Berhampur Municipal Corporation and having registered office at _____, India and represented by its Authorised Representative _____ (hereinafter called the "**Concessionaire**") which includes its successors and permitted assigns) of the Third Part.

And

_____ incorporated under Companies Act 1956/2013 and having its registered office at _____, **India** and represented by its Authorised Representative _____ (hereinafter called the "**Consultants**"), which includes its successors and permitted assigns), of the Fourth Part

Each of Employer, Authorities, Concessionaire, and Consultants are individually referred to as First Party, Second Party, Third Party & Fourth Party respectively and collectively referred to as Parties.

WHEREAS

- a) the Authorities are desirous of implementing Energy Efficiency Street Lighting project with the assistance from Project SPV and has sought the assistance of

Employer in Appointment of Independent Engineer of Street Lighting Project in five Municipal Corporation in Odisha being executed through PPP mode

- b) the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- c) the Consultants, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree 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:
 - i) Annex 1 [Declaration of Undertaking]
 - ii) Annex 2 [Minutes of Negotiations pursuant to the Special Conditions]
 - iii) Annex 3 [Terms of Reference plus Tender Documents]
 - iv) Annex 4 [KfW Guidelines for the Assignment of Consultants in Financial Co-operation with Partner Countries],
 - v) Annex 5 [Staffing Schedule]
 - vi) Annex 6 [Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer]
 - vii) Annex 7 [Time Schedule for the Performance of the Services]
 - viii) Annex 8 [Statement of Costs]
 - ix) Annex 9 [The Consultant's Bid including signed Pre Bid Clarification & Addendum if any]
 - x) Annex 10 [Advance Payment Guarantee (deleted)]
 - xi) Annex 11 [Model Retention Guarantee(deleted)]
 - xii) Annex 12[Model Performance Guarantee]
 - xiii) Annex 13[SIOM Agreement]
 - xiv) Annex 14[Letter of Award]
2. The rights and obligations of the Employer, Concessionaire, Authorities and the Consultants shall be as set forth in the Contract, in particular:
 - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Authority shall make payments to the Consultants in accordance with the provisions of the Contract and SIOM Agreement.
 - c) the Authority & Concessionaire shall provide necessary assistance to the Consultants and also carry out the duties 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.

For and behalf of Employer	
FA-Cum-Administrative Officer, OUIDF	Name: Shri Ram Chandra Kar
For and behalf of Authority	
Municipal Commissioner , Bhubaneswar Municipal Corporation	Name:
Municipal Commissioner , Cuttack Municipal Corporation	Name:
Municipal Commissioner , Berhampur Municipal Corporation	Name:
Municipal Commissioner , Rourkela Municipal Corporation	Name:
Municipal Commissioner , Sambalpur Municipal Corporation	Name:
For and on behalf of Project SPV/Concessionaire	
Authorised Representative	Name:
For and on behalf of Consultant	Name:
Authorised Representative	Name:

General Conditions

PARAGRAPH 1 GENERAL PROVISION

1.1 Definitions

The words and expressions used in this Contract shall have the following meanings assigned to them, unless the context requires otherwise.

The “ Agreed Remuneration” means the fee to which the Consultant is entitled as described in Paragraph 5 (Remuneration) , which shall be payable in accordance with this Contract.

The “Commission “ means the performance of the Services pursuant to this Contract

The “Completion Period “means the period designated for completion of the Services in the Special Conditions.

The “Consultant” shall be the professional undertaking or the professional individual named in the Contract who is appointed by the Employer to perform the Services. This shall include the Consultant’s Legal successors as approved by Employer subject to prior written consent from KfW.

The “Contract” except where otherwise stated in the Special Conditions, means the Conditions of this Contract for Consulting Services (General Conditions and Special Conditions) together with the following constituent parts of the Contract

Annex 1(Declaration of Undertaking)

Annex 2 (Minutes of Negotiations pursuant to the Special Conditions)

Annex 3 (Terms of Reference plus Tender Documents)

Annex 4 (KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries) in so far as these Guidelines do not conflict with the conditions of the Consulting Contract

Annex 5 (Staffing Schedule)

Annex 6(Equipment and Furnishing to be provided by the Authority and Third party Services Commissioned by The Authority, Project SPV & Employer

Annex 7(Time Schedule for the Performance of the Services)

Annex 8 (Statement of Costs)

Annex 9 (The Consultant’s Bid- though without the Consultants’ terms and conditions of delivery, Contract and payment)

Annex 10(Advance Payment Guarantee (deleted)

Annex 11 (Model Retention Guarantee (deleted)

Annex 12(Model Performance Guarantee)

Annex 13 (SIOM Agreement)

Annex 14 (Letter of Award)

The “Country “means the Country or Region to which the Project (or the majority thereof) relates

The “**date on which execution shall be commenced** “means the day specified in the Special Conditions.

A “**day** “means one calendar day.

“**Financing Agreement**“ means the (loan agreement/financing agreement) entered into between KfW and (the Employer) in order to finance (amongst other thing) the services hereunder.

“ **Force Majeure**“ means any event whereby one party to the Contract has been prevented from performing the Services due to an unavoidable event such as a natural disaster, hostage-taking, war, revolution, terrorism or sabotage, which, with even the best human judgement and experience and utmost care, could not have been reasonably foreseen in the circumstances, prevented or rendered harmless by economically reasonable means unless such event must be accepted by the relevant party due to its regular occurrence, including, except where otherwise stated in the Special Conditions, circumstances such as crisis, war or terror that lead to the India in response to which the Consultant withdraw all its staff. If an event occurs as a result of the actions of or risks assumed by a party to the Contract, that event shall not constitute Force Majeure.

“**Foreign Currency**“ means any currency other than the Local Currency

The Consultant’s “**Foreign Staff**“ means all those staff who do not possess the citizenship of the country.

The “**Local Currency**“ means the currency of the country.

A “**notice**“ means a notification communicated to one party by the other party.

A “**party**“/the “**parties**“ mean(s) the Employer, Authority, Concessionaire and the Consultant.

“**Order value**“ shall have the meaning given to it in A.d.5.1.1 of the Special Conditions.

The “**Project**“ means the project specified in the Special Conditions for which the Services are to be performed.

The “**Services**“ means the contractual services described in **Annex 2** [*Minutes of Negotiations*], **Annex 3** [*Terms of Reference plus Tender Documents*], **Annex 9** [*The Consultant’s Bid*] and Paragraph 3.1 [*Scope of Services*], as well as the standard and special services defined in Paragraph 3.2 [*Standard and Special Services*].

A “**third party**“ means any other natural and legal person, according to the context.

“**Written**“ or “**in writing**“ means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

A “**year**“ means 365 days

1.2 INTERPRETATION

- 1.2.1 Heading in this Contract shall have no bearing on the interpretation of these conditions
- 1.2.2 Words in the singular, in so far as the context allows, shall also include the plural and vice versa.
- 1.2.3 Reference to either sex shall include both sexes
- 1.2.4 Provisions containing the words “agree”, “agreed” or “agreement” (and all derived grammatical forms thereof) shall require written agreement and signature by both parties.

1.3 RANKING AND ORDER OF THE INTEGRAL PARTS OF THE CONTRACT

- 1.3.1 For the implementation of this Contract, the parts of the Contract listed below shall take precedence in the order shown below and the Annexes shall take precedence in the order in which they are numbered
 - a) The agreements of the Contract (General and Special Conditions), without the Annexes.
 - b) The Annexes of the Contract in the order in which they are numbered

These General Conditions and the Annexes shall remain except where otherwise stipulated in the parts of the Contract in question – immutable

- 1.3.2 In case of inconsistencies or ambiguities between parts of the Contract that cannot be resolved through the ranking set out in Clause 1.3.1, the Employer shall interpret the parts of the Contract in line with the intention of the parties based on the purpose and intention of the Contract as a whole, including all Annexes.

1.4 COMMUNICATION

- 1.4.1 Except where otherwise stipulated, notices, instructions and messages must be communicated between the parties in writing and in the language specified in the Special Conditions, and any such notice, instruction or message may not be unreasonably refused or delayed.

1.5 NOTICES

- 1.5.1 Except where otherwise stipulated in the Special Conditions, the notices to be served pursuant to this Contract shall take effect upon receipt at the addresses specified in the Special Conditions. The notice may be served in person, by a courier service, by fax (with written confirmation of receipt), by registered letter or by email (only if this is sent in an encrypted and certified form (e.g. S/MIME certificate))

1.6 LAW AND LANGUAGE

- 1.6.1 The Special Conditions shall contain the language or languages of the Contract, the prevailing contractual language and the law governing this Contract.

1.7 ENTRY INTO FORCE OF THE CONTRACT

- 1.7.1 This Contract enters into force upon execution by both parties, subject to notification from KfW to the Employer that all conditions precedent to disbursement under the Financing Agreement has been satisfied in a form and substance satisfactory to KfW.

1.8 MEASUREMENTS AND STANDARDS

- 1.8.1 Drawings, plans and calculations shall be based on the metric system and German DIN or European EN standards or internationally recognized standard that are at least equivalent to those published by ISO or IEC are the standards to be applied to the Services performed under the Contract.

1.9 ASSIGNMENT AND SUB-CONTRACTING

- 1.9.1 The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the prior consent of KfW. The Employer's consent shall not be required for the assignment of any amounts due or which shall become due under this Contract.
- 1.9.2 The Consultant may conclude, terminate or cancel sub-contracts for the performance of a part of the Services that are the subject of this Contract only upon prior written approval by the Employer, which shall not be provided without the prior consent of KfW. In cases where the Services are sub-contracted, the Consultant's obligations to fulfill the Contract shall remain unaffected.

1.10 RIGHTS TO THE RESULTS OF WORK , COPYRIGHT

- 1.10.1 Except where otherwise stated in the Special Conditions of this Contract, the Consultant shall transfer to the Employer all transferrable rights to the Services performed under this Contract on the date any such rights arise, and in any event at the latest, on the date they are acquired. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.
- 1.10.2 If the Consultant employs third parties (e.g. employees) to perform the Services, it shall ensure that these parties allow him to transfer and/or grant the rights in full. The Consultant shall ensure that third parties waive the exercise of any relevant rights.
- 1.10.3 The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24months.

1.11 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

- 1.11.1 All studies, reports and pertinent data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant in the performance of the Commission, as well as software (including the respective source codes) produced or adapted for consideration as part of the Commission, shall become the property of the Employer. The Consultant shall not be entitled to exercise a right of retention with respect to these materials.
- 1.11.2 Equipment, including vehicles purchased, for the performance of the Consultant's Services and paid for fully by the Employer, shall be handed over to

the Employer after completion of the Services. The Consultant shall handle with due care and maintain any such equipment

1.12 CONFIDENTIALITY AND PUBLICATION

- 1.12.1 The Consultant shall ensure that its employees, keep confidential all documents passed on to it by the Employer and KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, even if such documents have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective after termination of the Contract. It shall not apply to disclosure to a court or to a public Independent, insofar as this disclosure is made on the basis of legal obligations or by order of a court or a public Independent. It shall also not apply to those materials, information and knowledge acquired for which and insofar as the Employer or KfW has given written consent for publication.
- 1.12.2 The obligation of confidentiality set out in Clause 1.12.1 shall not apply to information which:
- a. was demonstrably already known to the recipient when the Contract was concluded, or thereafter was made known by a third party, without this having constituted any violation of a confidentiality agreement, legal regulations or official orders; or
 - b. is publicly known upon conclusion of the Contract or is made publicly known thereafter, insofar as this is not based on a violation of this Contract.

1.13 CONDUCT

- 1.13.1 During the term of this Contract, the Consultant and its Foreign Staff shall not interfere with the political or religious affairs of the country.

1.14 CORRUPTION AND FRAUD

- 1.14.1 When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- 1.14.2 The Consultant shall not offer or grant either directly or indirectly any improper advantages to public officials (as defined below) or other individuals in connection with its bid in the tendering process. In addition, it shall not offer or grant any such incentives or conditions when implementing the Contract. The Consultant shall be obliged to notify the Employer in detail immediately in writing if the Consultant is prompted by a public official or any other persons to make illegal payments.
- 1.14.3 The Consultant will inform its members of staff of their respective obligations as well as their obligation to comply with the Declaration of Undertaking and to obey the laws of the country.
- 1.14.4 A Public Official shall be
- a. Any official or employee of a public Authority or an enterprise under the ownership and control of a government.
 - b. Any person who performs a public function
 - c. Any official or staff member of a public international organization, such as the World Bank
 - d. Any candidate for a political office, or

- e. Any political party or official of a political party.

1.15 REIMBURSEMENT

1.15.1 All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF, account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the Employer. If such payments are made in Local Currency, they shall be made to a special account of the Employer specified in the Special Conditions. The amounts reimbursed for the portion financed by KfW may, with KfW's consent, be used again, principally for further implementation of the Project.

1.16 PARTIAL INVALIDITY

1.16.1 The invalidity or unenforceability of one or more provisions of this Contract will not affect the validity or enforceability of any other provisions of this Contract. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible the economic purpose of the invalid or unenforceable provision. The same shall apply accordingly in cases of omissions.

Paragraph 2 The Employer

2.1 INFORMATION

2.1.1 During the term of this Contract, the Employer, within a reasonable period of time, shall, free of charge, place at the disposal of the Consultant, all data, documentation and information concerning the Services covered by the Commission that are available to it. This shall also include all Commission and Project related provisions of the separate agreements relating to any loan made in respect of the Project, the Project documents entered into between the Employer and KfW and consents of KfW as required by this Contract

2.2 DECISIONS & COOPERATION

2.2.1 Subject to the Consultant having provided the Employer with all the necessary information including, but not limited to, drawings, studies and replacement staff, the Employer shall make its decisions pursuant to this Contract as soon as possible after the Consultant requests such duty to be performed in writing and, in any event, no later than the end of the expiry period specified in the Special Conditions

2.3 SUPPORT

2.3.1 The Employer will support, as far as reasonably possible, the Consultant in discharging its obligations pursuant to this Contract. The Employer shall make available to the Consultant in good time and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [Terms of Reference, Tender Documents, SIOM Agreement].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant's staff and where applicable relatives of the Consultant in:

- a. Obtaining in good time any documents necessary for entering, residing in, working in and leaving the country (visa, work permit etc.);
- b. granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services

- c. the import, export and customs clearance of personal items and of goods and commodities required for performance of the Services;
- d. securing return transport in cases of emergency
- e. obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
- f. obtaining permission to export the money paid by the Employer to the Consultant under this Contract; and
- g. providing access to other organizations for the purpose of obtaining information to be procured by the Consultant

2.4 TAXES

- 2.4.1 Subject to the following provisions, the Employer shall ensure that the Consultant and its Foreign Staff shall duly comply with all taxes, duties, levies and other charges that are legally prescribed in the Employer's country as applicable from time to time, in connection with:
- a. payments to the Consultant or to its Foreign Staff in connection with the performance of the Services
 - b. services performed by the Consultant or its staff in connection with the fulfillment of their tasks;
 - c. Equipment, materials, and supplies necessary for the performance of the Services, including motor vehicles and personal belongings of the Foreign Staff that are brought into the country of the Employer and shipped out after completion of the Services or that have been destroyed in the course of the performance of the Services.
- 2.4.2 If it is impossible to meet the obligations arising from Paragraph 2.4.1 [Taxes] due to contrary legal provisions, the Employer shall, provided it is legally permissible and except where otherwise stipulated in the Special Conditions of this Contract, upon submission of proof of the payments made, reimburse the Consultant all the amounts paid without delay

2.5 EQUIPMENTS & OFFICES

- 2.5.1 For the purposes of performing the Services, the Authority shall make available to the Consultant, free of charge, technical and other equipment and offices to the extent described in Annex 6

2.6 CONTACT PERSON OF THE EMPLOYER

- 2.6.1 The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant under this Contract, and the Employer further undertakes always to appoint another contact person without delay should either of the two individuals appointed no longer be available.

2.7 THIRD PARTY SERVICES

- 2.7.1 The Employer is obliged, at its own expense, to make the necessary provision for the performance of those services by third parties commissioned by it, as described in Annex 6

2.8 PAYMENT FOR SERVICES

- 2.8.1 The Consultant shall receive from the Employer remuneration for the Services performed under this Contract in accordance with Article 5 [Remuneration].

PARAGRAPH 3 THE CONSULTANT

3.1 SCOPE OF SERVICES

- 3.1.1 The Consultant shall deliver the Services in full and on time.
- 3.1.2 The Services to be performed by the Consultant encompass all the part services described and explained in this Contract and its Annexes, in particular in Annex 2 [Minutes of Negotiations] Annex 3 [Terms of Reference plus Tender Documents] and Annex 9 [The Consultant's bid]. Furthermore, the Consultant must deliver all the standard and special services as defined in Paragraph 3.2.1. [Standard and Special Services].
- 3.1.3 The Consultant shall work together with third parties commissioned by the Employer, if any, pursuant to Paragraph 2.7 [Third-party services]. The Employer is not responsible for these third parties or their performance. In addition, the Consultant must comprehensively coordinate their services with its own services, as far as possible

3.2 STANDARD AND SPECIAL SERVICES

- 3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge the contractual obligations ("standard services"). The standard services shall be fully compensated through the Agreed Remuneration.
- 3.2.2 "Special Services" are services that are not included under the contractual or standard services, but must necessarily be delivered by the Consultant in order to properly perform its duties under the Contract, because the external circumstances of service delivery have changed unexpectedly, or because the Employer has suspended the Services pursuant to Paragraph 4.5 [Force majeure], or because the Employer, with the prior consent of KfW, requires services that were not included in the invitation to tender but are necessary.

3.3 DUE DILIGENCE

- 3.3.1 Except where otherwise stipulated in this Contract, or otherwise legally stipulated within the country or within another legal system (including the legal system in the Consultant's jurisdiction) by provisions that impose higher demands than this Contract, when performing its obligations under this Contract the Consultant shall exercise due diligence and provide the Services in compliance with professional practice and to the recognised quality standards, in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer, bearing in mind the requirements arising from Paragraph 5.7 [Auditing].

3.4 REPORTING

- 3.4.1 The Consultant shall report to the Employer on the progress of the Services in accordance with the Special Conditions. Except where otherwise stipulated in the Special Conditions, in case of longer assignments such as construction management, training or operational support, the Consultant shall draw up quarterly reports, and following the conclusion of the Services draw up a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual

values for the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any problems and identification of possible solutions.

3.4.2 The Consultant shall inform the Employer promptly of all extraordinary circumstances that arise during the performance of the services and of all matters requiring KfW's approval

3.4.3 Furthermore, the Consultant shall, upon request, supply the Employer with information in connection with the Services

3.5 STAFFING

3.5.1 The Consultant shall employ the staff specified in Annex 5 [Staffing Schedule] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer and KfW.

3.5.2 The Employer may require the Consultant to terminate the contract of, or replace, any staff member who fails to meet the requirements or violates Paragraph 1.13 [Conduct]. Any such demand must be submitted in writing to the Consultant stating the reasons for it.

3.5.3 If staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual who possesses at least equivalent qualifications.

3.5.4 If any one of the Consultant's staff falls ill for more than one month and this jeopardises the performance of this Contract by the Consultant, the Consultant shall replace this staff member with another staff member who possesses at least equivalent qualifications.

3.5.5 Staff shall only be replaced after prior approval by the Employer, such approval not to be unreasonably withheld. The exchange, replacement, or planned dispensation of replacement (as exception to existing rules) of key staff specified by name shall require the prior approval of KfW.

3.5.6 If the Consultant must terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant, except where staff are removed or replaced at the Employer's request. In this case, the Employer's shall meet the costs of replacing the staff member, unless the staff member in question does not meet the requirements or has violated Paragraph 1.13 [Conduct].

3.6 CONTACT PERSON OF THE CONSULTANT

3.6.1 The Consultant shall appoint for the exercise of all rights and obligations arising from this Contract a natural person as its contact person for the Employer under this Contract.

3.6.2 The Consultant shall specify and provide respective contact data to the Employer and KfW for an individual at the Consultant's place of business who can be reached at any time in cases of emergency or crisis as well as a deputy of the Consultant. The Consultant shall notify the Employer and KfW without delay of any change of elected person or their contact data.

3.7 INDEPENDENCE OF THE CONSULTANT

3.7.1 The Consultant undertakes that neither the Consultant nor any enterprise associated with the Consultant shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting

services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation may lead to the immediate cancellation of this Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such cancellation.

PARAGRAPH 4 COMMENCEMENTS, COMPLETION, AMENDMENT AND TERMINATION OF THE SERVICES

4.1 COMMENCEMENT AND COMPLETION

- 4.1.1 The Consultant shall begin performing the Services on the prescribed date on which execution of the Contract shall take place, but not earlier than and without undue delay after the Contract has come into force. The Consultant shall deliver the Services in accordance with the time schedule in Annex 7 [Time Schedule for the Performance of the Services], and shall complete the Services within the Completion Period, subject to any further extensions to this Contract.
- 4.1.2 In relation to optional services (if any), the Consultant shall commence delivery of the optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received KfW's prior consent.
- 4.1.3 Any change to the time schedule in Annex 7 [Time Schedule for the Performance of the Services] due to a reasonable request by either party shall be mutually agreed upon in writing.

4.2 PENALTIES FOR DELAY

- 4.2.1 If the Consultant fails to perform any of the Services under this Contract within the requisite time period, for reasons he must warrant, the Employer shall, unless the Special Conditions Include derogation, be authorised to inflict a penalty of 0.5% of the Order Value for every week of delay, subject to a cap of 8% of the Contract Value. Beyond such penalty, the Employer may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.

4.3 AMENDED SERVICES

- 4.3.1 Subject to the prior consent of KfW, the Employer shall be entitled to require an amendment of the Contract (amended or additional services or amended deadlines/periods for execution – “amended services”).
- 4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the parties. The Consultant shall submit proposals for performance of and remuneration for the amended services
- 4.3.3 The Consultant shall execute the amended services if the Employer agrees, in writing, to the remuneration proposal. If the parties do not agree on the remuneration proposal within three months of the Consultant commencing delivery of the Services, the entitlement to remuneration shall be treated as a dispute under Article 8 [Disputes and Arbitration Procedure].

4.4 IMPEDIMENT

- 4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer's contractual partners (“impediment”) such that the impediment leads to

an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.

- 4.4.2 If an impediment falls within the sphere of risk of the Employer or if the impediment is caused by the Employer through intent or gross negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of the impediment, subject to these costs being evidenced.

4.5 FORCE MAJEURE

- 4.5.1 In the event of Force Majeure, the contractual obligations, as far as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one party to the Contract receives notification of the Force Majeure event from the other party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded.
- 4.5.2 In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event lasts for longer than 180 days, both parties to this Contract shall be entitled to terminate the Contract.
- 4.5.3 In case of suspension or termination of the Contract due to Force Majeure, the Services performed up to the time of the Force Majeure and all necessary expenditure (which is evidenced) of the Consultant arising from the discontinuing of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims

4.6 SUSPENSION OR TERMINATION

- 4.6.1 The Employer may, with the prior consent of KfW, fully or partially suspend the Services or terminate this Contract after serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and the expenditure minimised. The Consultant shall hand over all reports, drafts and documents to be drawn up by the date in question to the Employer. If the suspension lasts longer than 180 days the Consultant may terminate the Contract. In case of termination Paragraph 4.5.3 [Force majeure] shall apply mutatis mutandis.
- 4.6.2 If the Consultant fails to meet its contractual obligations without sufficient reason; in accordance with the Contract; or on time, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a period of 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Contract by written notice.
- 4.6.3 The Consultant may terminate this Contract if any amounts due and payable to it under this Contract have not been paid within 60 days after the receipt of the corresponding invoice, as long as the Consultant has given the Employer a written reminder within a period of 30 days after the initial 60 day deadline has passed and the Employer does not pay the due amounts within a further period of 30 days after this notice.

4.6.4 If the termination of the Contract is not due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration. The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include

- (i) any remuneration paid to the Consultant working on other projects during the time the Consultant was scheduled to work on the Project
- (ii) any remuneration that the Consultant would have earned working on other projects during the time the Consultant was scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's willful actions or omissions.

4.6.5 If the termination of the Contract is due to a default on the part of the Consultant, the Consultant shall be entitled to demand the Agreed Remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damages caused by the default

4.7 CORRUPTION AND FRAUD

4.7.1 If it is proven that the Consultant has breached Paragraph 1.14 [Corruption and fraud], the Employer may, notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system, terminate this Contract in writing. The Employer may also terminate this Contract in writing if the Declaration of Undertaking submitted by the Consultant in conjunction with its bid is untrue

4.8 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION

4.8.1 Termination of the Contract shall not prejudice or affect the rights, claims or obligations of the parties until the date on which the cancellation takes effect.

PARAGRAPH 5 REMUNERATION

5.1 REMUNERATION OF THE CONSULTANT

5.1.1 The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 8 [Statement of Costs] contains a detailed list of conditions.

5.2 TERMS OF PAYMENT

5.2.1 Except where otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

- (a) Advance payment, due within 30 days of execution of this Contract upon presentation of an invoice.
- (b) The installments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice for the first installment shall be presented, at the earliest, 3 months after the contractually agreed commencement of the Services. The Employer shall have the right to suspend payment of installments at any stage in the event of substantial deviations from the time

schedule and/or insufficient performance on the part of the Consultant. This right shall also apply to payments which are not based on output- related evidence of performance. If the payment of installments is suspended, the Employer must proceed in accordance with Paragraph 5.6 [Objections to Invoices].

(c) The final payment shall be made after the Services have been performed in full and confirmation had been provided by the Employer and KfW to that Consultant.

5.2.2 Only in cases of agency contracts: the Consultant's invoices shall be addressed to the Employer "c/o KfW". KfW shall receive the original invoice. A copy of the invoice shall be sent to the Employer directly. The original final invoice is to be addressed to the Employer, and KfW will receive a copy .

5.2.3 Any guarantees shall be in the form set out in Annexes 10 and 11 shall always be provided as Bank Guarantees made out to the Employer as beneficiary. They must be acceptable to the Employer and KfW. The original of the guarantee shall be sent to the Employer, with a copy ,together with a confirmation of delivery of the original, to be sent to KfW.

5.3 METHOD OF PAYMENT

5.3.1 Payment shall be made according to the Conditions set out in the Special Conditions.

5.4 PRICE ADJUSTMENT

5.4.1 Except where agreed otherwise in the Special Conditions, the following conditions shall with respect to prices. The prices specified in Annex 8(Statement of Costs) shall apply to the Completion Period specified in the Special Conditions and for a period of 3 months thereafter. After this date, prices may be adjusted if the official level of prices and wages in the Consultant's Country of origin(Foreign Currency costs) or in the Employer's Country(Local Currency Costs) has increased, as measured using the base indices specified in the Special Conditions, and this is proven by the Consultant. The following formula shall be used to calculate this:

$$P_n = P_o * (0.15 + 0.85 * L_n / L_o)$$

P_n = Revised Price, P_o = Base Price

L_n = Revised Index, L_o = Base Index

The Price will not be calculated until of the final price index.

5.4.2 Except where otherwise agreed in writing , the Consultant shall only be entitled to remuneration for special services if the services are amended pursuant to Paragraph 4.3(Amended Services)

5.5 PAYMENT DEADLINE

5.5.1 Except in relation to advance payment and where otherwise stated in the Special conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.

5.5.2 If the Employer does not make the payment within the period set out in Paragraph 5.5 [Payment Deadline], except where either of Employer has raised an objection pursuant to Paragraph 5.6 [Objection to Invoices], the Consultant shall be paid compensation at the rate agreed in the Special Conditions. This shall be calculated on

a daily basis from the date on which the invoice fell due in the currency agreed. The agreed compensation shall satisfy all the Consultant's claims arising from the Employer's delay.

5.6 OBJECTION TO INVOICES

5.6.1 If Employer object to the whole or part of an invoice of the Consultant, the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. If the Employer objects only to a part of the invoice, it shall pay that part of the invoice to which it has not objected within the period specified in Paragraph 5.5 [Payment Deadline].

5.7 AUDITING

5.7.1 For services or part services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall permit the Employer and KfW to audit these records at any time and make copies of them during the term of the Contract.

5.8 CURRENCY

5.8.1 The Special Conditions shall indicate the currency applicable to the Contract.

PARAGRAPH 6 LIABILITIES

6.1 LIABILITY OF THE CONSULTANT FOR BREACHES OF CONTRACT FOR WHICH HE IS RESPONSIBLE

6.1.1 The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Article 3 [The Consultant]. The liability of the Consultant shall be limited to the respective insurance sum, insofar as this is higher than the Order Value. Otherwise the liability of the Consultant shall be limited to the Order Value. This shall not affect the liability for premeditation and gross negligence.

6.2 LIABILITY OF THE CONSULTANT FOR SUB- CONTRACTORS

6.2.1 The Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.9 [Assignment and Sub- contracting].

6.3 PERIOD OF LIABILITY

6.3.1 The Consultant's liability shall terminate on the date of the acceptance of the Services and in the event the Contract does not provide for acceptance of the Services, on the date of performance of the contractually agreed Services in full, unless a different point of time is provided in the Special Conditions.

6.4 LIABILITY FOR CONSEQUENTIAL DAMAGE

6.4.1 Liability for consequential damage is excluded.

6.5 LIABILITY OF THE EMPLOYER

6.5.1 The Employer shall be liable for verifiably Culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer].

PARAGRAPH 7 INSURANCE

7.1 INSURANCE AGAINST LIABILITY AND DAMAGES

- 7.1.1 The Consultant shall take out insurance for the period of the Contract, on the terms specified in the Special Conditions, including, but not limited to, the following:
- (a) Professional liability insurance;
 - (b) Personal liability insurance;
 - (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer, if any, within the context of this Contract; and
 - (d) Motor vehicle third party liability insurance and motor vehicle comprehensive insurance for the vehicles acquired in connection with this Contract.
- 7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [Insurance Against Liability and Damages] shall be fully compensated by the Agreed Remuneration.

PARAGRAPH 8 DISPUTES AND ARBITRATION PROCEDURE

8.1 AMICABLE SETTLEMENT

- 8.1.1 Should a dispute arise from or in connection with this Contract, the representatives of the parties authorised to settle disputes shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

8.2 MEDIATION

- 8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [Amicable Settlement], the parties may, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding this, the parties may agree to begin mediation immediately. Unless the parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator. All negotiations and talks held in the course of mediation shall be treated confidentially, unless they are concluded in a written, legally binding contract. If the parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the parties.

- 8.2.2 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [Arbitration Procedure].

8.3 ARBITRATION PROCEDURE

- 8.3.1 If the parties do not reach amicable agreement Pursuant to Paragraph 8.1 [Amicable settlement] or by way of mediation pursuant to Paragraph 8.2 [Mediation], the dispute shall finally and exclusively be settled - except where otherwise stipulated in the Special Conditions - in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by any one or several

arbitrators appointed in accordance with the Rules. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

Special Conditions

Ad Article 1: General Provisions

Ad 1.1: Definitions

“**Completion Period**”: The completion period shall be 12 Months excluding approval period.

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

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) 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.

“**Project**”: The consulting services shall consist in the services of the Independent Engineer as stipulated in the Supply, installation, operation and Maintenance (SIOM) agreements between

- the Municipal Corporations of Bhubaneswar, Cuttack, Berhampur, Rourkela and Sambalpur (Authorities) and
- the consortium of Odisha Project IVS and Neev Energy LLP (SPV) and Energy efficiency services Ltd.

for the implementation of Odisha Street Lighting project in the five Municipal Corporations.

“**Date on which execution shall be commenced**”: The date on which execution shall be commenced is / The date on which execution shall be commenced lies 4 weeks after the day on which the contract comes into force.

Ad 1.4: Communication

The language for notices, instructions, reports and other messages shall be [English].

Ad 1.5: Notices

Address of the Employer

Postal address : Odisha Urban Infrastructure Development Fund, 4th Floor, Zone A/2, Fortune Towers, Bhubaneswar-751023, Odisha

Email: ouidf.hudd@gmail.com

Phone: 0674-2300396/397; Fax: 0674-2300371

Address of the Consultant

Postal address:

Email:

Phone:

Fax:.....

Ad 1.6: Law and language

The language of the Contract shall be English.

The law governing this Contract shall be Laws of India.

Ad1.7.1: This Contract enters into force upon execution by four parties, i.e., Employer, Authority, Concessionaire & Consultant subject to notification from KfW to the Employer that all conditions precedent to disbursement under the Financing Agreement have been satisfied in a form and substance satisfactory to KfW.

Ad 1.8.1: Drawings, plans and calculations shall be based on the standards to be applied to the Services performed under the Contract as per Supply Installation, Operation & Maintenance (SIOM) Agreement signed between the Authority and Concessionaire.

Ad 1.9: Consultant shall not subcontract the following work to any agency

- i. Joint Survey Work
- ii. Performance Monitoring Work

Ad 1.10: Rights to the results of work, copyright rests with Employer and Authority

Ad 1.15: Reimbursements in Local Currency (INR)

Account details of the Employer's special account for reimbursements in Local Currency: [Secretary, OUIDF, Bank Account No. 32495633555 of State Bank of India, Secretariat Branch, Bhubaneswar; IFSC: SBIN0010236]

Ad Article 2: The Employer

Ad 2.1: Deleted

Ad 2.2: Decisions/cooperation

Decisions/cooperative actions of the Employer pursuant to Paragraph 2.2 [Decisions/cooperation] must be taken /performed at the latest within 2 weeks.

Ad 2.4: Taxes

The contractual parties agree on the following provisions regarding taxes and levies (As per relevant Tax laws of the Govt. of India and Govt. of Odisha as in force and as amended from time to time).

Ad 2.4.2: Reimbursable Taxes - Only GST (as applicable)

Ad 2.5: The Consultant will have to arrange all Equipment & Office space required for Project supervision on its own.

Ad 2.6: Contact person of Employer

The Employer 's contact person shall be Sri. Badri Prasad Rayaguru, Sr. Project Manager, OUIDF.

Ad 2.8.1: The Consultant shall receive from the Employer 50 % of remuneration payable to it, through the Authority for the Services performed under this Contract in accordance with Article 5 [Remuneration] and balance 50% from Concessionaire].

Ad Article 3: The Consultant

Ad 3.3: Due diligence

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 Employer and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or Third parties.

Ad 3.4: Reporting - As Provided in Term of Reference of RFP.

Ad 3.5.5: Prior Approval of KFW deleted.

3.5.5 (new): During the Contract Period if Project Manager is substituted /replaced then 10% of outstanding fee per man month of the Project Manager position mentioned in Financial Proposal will be deducted for remaining period of Contract, for other personnel 5% of outstanding fee per man month mentioned in the Financial Proposal will be deducted for remaining period of Contract. The total compensation towards this clause shall not exceed 20% of Contract Value.

Ad 3.5.6: If the Consultant terminate the contract of, or replace, any staff during the Contract period, the costs thus accrued shall be borne by the Consultant. The Employer may ask for replacing the staff member, if the staff member in question does not meet the requirements or has violated Paragraph 1.13 [Conduct], the cost shall be borne by the Consultant.

Ad 3.6.1: The Consultant's contact person for handling of the Contract shall be Contact detailsThe deputy shall be

Ad 3.6.2: The Consultant's contact person for cases of emergency or crisis shall be..... Contact details shall be.....

Ad 4.6.3.:The Consultant may terminate this Contract if any amounts due and payable to it under this Contract have not been paid within 60 days after the receipt of the corresponding invoice by the Employer, subject to approval of deliverables at every stage/milestone from Authority/Concessionaire mentioned in the Scope of Work of the Contract., as long as the

Consultant has given the Authority/Concessionaire a written reminder within a period of 30 days after the initial 60 day deadline has passed and the Authority/Concessionaire does not pay the due amounts within a further period of 30 days after this notice.

Ad 4.6.4: Deleted (Applicable for Time based contract)

Ad 4.6.6: If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

Ad 4.6.7: Employer can terminate the Contract If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8.3.

Ad 4.6.8: The Consultant can terminate the Contract if the Employer fails to comply with any final decision reached as a result of arbitration proceeding pursuant to Clause GC 8.3.

Ad 4.6.9: Employer can terminate the Contract, if the Consultant submits to the "Employer", "Authority" & "Concessionaire" a false statement which has a material effect on the rights, obligations or interests of the Employer, Authority & Concessionaire.

Ad 4.6.10: Employer can terminate the Contract if the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer

Ad 4.6.11: Parties can terminate the Contract 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

Ad 4.6.12: If the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing this Contract in the judgment of the " Employer ".

Ad 4.6.13 If the "Employer", in its sole discretion and for any reason whatsoever, recorded in writing, and with due intimation to the Consultant, decides to terminate this Contract.

Ad Article 5: Remuneration

Ad 5.1.1: Remuneration

For the services to be rendered by the Consultant under this Contract the Employer shall pay the sum of

[●] in [● InRs.]

("Order Value").

The Order Value is composed of:

Fixed fee: [●] in [InRs.]

Ancillary expenses lump sum : [●] in [InRs.]

[Ancillary expenses upon proof [●] in [InRs.]

[The Order Value is exclusive of the following options not commissioned:

Option [●] in [InRs.]

For the services to be rendered by the Consultant under this Contract, the Consultant shall be paid as per the payment milestone in TOR. Employer shall pay to the Authority 50% of Contract Value. The Consultant will submit Invoices as defined in TOR after submission of deliverables for each milestone with approval of Competent Authority to the Employer, Authority and Project SPV/Concessionaire as per clause no 7.1(b) of SIOM Agreement.

The fees will be paid by Authority to Consultant as per milestone detailed in Deliverables and Payment Schedule of TOR. Authority will recover from Project SPV/Concessionaire 50% of such amount(s) from the installments payable to the Project SPV/Concessionaire as under Clause 13.1(a) of the SIOM Agreement.

Annex 8 [Statement of Costs] contains a detailed statement of costs.

Ad 5.2: Terms of payment

Clause 5.2.1 (a): No Advance Payment shall be made

Clause 5.2.1(b): The Consultant's remuneration shall be paid against presentation of an Invoice to the Employer, Authority & Project SPV/Concessionaire, indicating the RFP-No., "Project"), as follows:

- Deliverables & Payment Schedule as per Terms of Reference of RFP
- The payments are subject to the acceptance of the reports and the documents by the Authority & Employer for every stage of the Project.
- On completion of assignment, Performance Guarantee shall be released subject to any deductions

Ad 5.2.2: Deleted

Ad 5.2.3: The Performance Guarantee (10% of Contract Value) shall be provided as Bank Guarantee in the form set out in Annex 12. It shall always be made out to the Employer as beneficiary. It must be acceptable to the Employer. The original of the guarantee shall be sent to the Employer.

The Performance Guarantee will be released after successful completion of contract. (On successful commissioning at each Municipal Corporation) and the approval of the Final Survey Report by the Authorities).

Ad 5.3: Method of payment

Consultant's Remuneration will be credited after deducting all necessary taxes and penalty (if any) in Indian Rupees to the following Account:

Beneficiary Name of Consulting Firm:

Account No:.....

MICR Code:.....

IFSC Code:.....

Bank Name & Address:.....

Ad 5.4.1: Price Adjustment -Not Applicable

Ad 5.5: Payment deadline - No Compensation or Interest is Payable for delay in payment

Ad 5.8: Currency - The applicable currency for the Contract shall be Indian Rupees.

Ad Article 6: Liability

Ad 6.3: Period of liability

The Consultant's liability shall terminate after the successful completion of contract (On successful commissioning at each Municipal Corporation) and the approval of the Final Survey Report by the Authorities).

Ad Article 7: Insurance

The Insurance coverage shall be taken out by the Consultant as mentioned in GCC.

The Consultant shall, within the one month (calculated from the Commencement Date), submit to the Employer:

- (a) Evidence that the Insurances described in this Clause have been effected, and
- (b) copies of the policies of the insurances [Insurances against Injury to Persons and Damage to Property.

When each premium is paid, the Consultant shall submit evidence of payment to the Employer.

Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement, (A) Total Contract value OR (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher ;

Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy.

Employer's liability and 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

Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity

Ad Article 8: Disputes and Arbitration Procedure

Ad 8.2: Mediation

The mediator shall be appointed by Commissioner Cum Secretary, Housing & Urban Development Department, Govt. of Odisha and the appointment shall be binding for the parties. The costs of the mediation and of the mediator's services shall be shared equally between the parties.

Ad 8.3: Arbitration Procedure

The place of arbitration shall be Bhubaneswar.

The language of the Arbitration procedure shall be English.

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) Arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach a consensus regarding the appointment of the third Arbitrator within a period of 30 days from the date of appointment of the two Arbitrators, the Presiding Arbitrator shall be appointed by the Commissioner-cum-Secretary of the H&UD Department, Govt. of Odisha. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the majority of 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 Employer 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 in English and shall state the reasons for the award.

List of Annexes

Annex no.	Title
1	Declaration of Undertaking
2	Minutes of Negotiations
3	Terms of Reference plus Tender Documents
4	Guidelines for the Assignment of Consultants in Financial Co-operation with Developing Countries
5	Staffing Schedule
6	Equipment and Furnishings provided by the Employer
7	Time Schedule for the Performance of the Services
8	Statement of Costs
9	The Consultant's Bid including Pre-Bid Minutes, Addendum
10	Advance Payment Guarantee (deleted)
11	Model Retention Guarantee (deleted)
12	Model Performance Guarantee
13	SIOM Agreement
14	Letter of Award

Annex 1

Declaration of Undertaking

Annex 2

Minutes of Negotiations

Annex 3

Terms of Reference plus Tender Documents including Pre Bid Meeting Minutes and Addenda

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Annex 4

Guidelines for the Assignment of Consultants in Financial Co-operation with Partner Countries (August 2016)

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Annex 5
Staffing Schedule

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Annex 6

Equipment and Furnishings to be provided by the Authorities

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Annex 7

Time Schedule for Delivery of the Services

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Annex 8

Statement of Cost

Annex 9

The Consultant's Bid including Pre-Bid Minutes, Addendum

Annex 10
(Advance payment Guarantee-Deleted)

Annex-11

Model Retention Guarantee (deleted)

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Annex 13

SUPPLY , INSTALLATION, OPERATION AND MAINTENANCE AGREEMENT

Annex-14

Letter of Award

ABBREVIATION

PPP: Public Private Partnership

CQCBS: Combined Quality and Cost Based Selection as notified by Finance Dept . Govt of Odisha

M&V Consultant: Measurement & Verification Consultant

BEE: Bureau of Energy Efficiency of Govt. of India

IGA: Investment Grade Audit of Energy Efficiency Street Lighting

SIOM: Supply, installation, operation and maintenance agreement

CV: Curriculum Vitae

PDD: Proposal Due Date

LOA: Letter of Award

LED: Light Emitting Diode

EESL: Energy Efficiency Service Limited

SPV: Special Purpose Vehicle

GoO: Government of Odisha

NTPC: National Thermal Power Corporation

IS 1944: Indian standard. Code of practice for Lighting of public thoroughfares.

PSL: Public Street Lighting