



**ODISHA URBAN INFRASTRUCTURE DEVELOPMENT FUND**  
(A Government of Odisha Trust)

**RFP NOTICE No.04 /2017 dated 03/11/2017**

**REQUEST FOR PROPOSAL (RFP)**

**Selection of Consultant for Preparation of DPR and Project Management  
Consultancy Services for Reclamation of Water bodies across various  
ULBs in 4 Clusters in Odisha**

**Letter of Invitation (LoI)**

1. Sealed Tenders are invited by OUIDF for appointment of Consultant for Preparation of DPR and Project Management Consultancy Services for Reclamation of Water Bodies across various ULBs in 4 Clusters in Odisha from Nationally Reputed Consultancy firms.
2. RFP document can be downloaded from the websites [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) and [www.ouidf.in](http://www.ouidf.in).
3. Pre-bid meeting will be held on 10/11/2017 at 11:00 A.M in the office of OUIDF Trust, Zone A/2, Fourth Floor, Fortune Towers, Bhubaneswar-751023
4. The Bidders shall submit their proposals latest by 28/11/2017 upto 4.00 P.M.
5. Name of the Work

NIT No	Name & Details of Work	Bid Security
003	Appointment of Consultant for Preparation of DPR and Project Management Consultancy Services for Reclamation of Water Bodies across various ULBs in 4 Clusters in Odisha	Rs. 1,00,000/- per Cluster
	Cluster I	
	Cluster II	
	Cluster III	
	Cluster IV	

Bidders may submit proposals for one or more Clusters. Interested Bidders may obtain further information from the office of:

**The Secretary OUIDF,**

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

Phone: 0674-2300396, 2300397 email: [ouidf.hudd@gmail.com](mailto:ouidf.hudd@gmail.com)

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Secretary OUIDF

## 1. Introduction

**1.1 Background of Project:** The Government of Odisha, with assistance from KfW has set up Orissa Urban Infrastructure Fund (OUIDF) to facilitate systematic development and financing of urban infrastructure projects in the state of Odisha. OUIDF intends to finance about 100-125 water bodies spread across various ULBs in the State. The objective is to undertake water body reclamation projects in water scarce regions of Western Odisha as well as large ULBs and Municipal Corporations in the State.

**1.2 Request for Proposal:** OUIDF invites Proposals (the "Proposals") from Consultants for preparation of DPR and Project Management Consultancy Services (PMC) for Reclamation of Water Bodies across various ULBs in Odisha.

**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:** Four separate consultancy contracts will be awarded for the four Clusters. The detail of Clusters is given in Annexure-I of Term of Reference. Each Bidder can apply for more than one Cluster. However, the Bidder has to meet the Qualification Criteria as per Clause 2.1.2. OUIDF shall adopt a three stage selection process in evaluating the Proposals. In the first stage prequalification will be carried out with respect to minimum eligibility criteria set out in clause no 2.1.1 and 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	10/11/2017 at 11:00 AM
2	Reply to Pre-Bid Queries	13/11/2017 (3 working days from the date of Pre-Bid)
3	Proposal Due Date (PDD)	28/11/2017 at 4:00 PM (25 days from the date of issue of RFP document)
4	Date of Technical Opening	29/11/2017 at 11:00 AM of next day of PDD
5	Letter of award(LOA)	Within 15 days of PDD

Sr. No.	Event Description	Date & Time
6	Signing of Agreement	Within 20 days of PDD
7	Validity of Application	180 days from Proposal Due Date

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

The date, time and venue of Pre-Proposal /Pre Bid Conference shall be:

Date: 10/11/2017

Time: 11:00 A.M.

Venue: OUIDF Conference Hall, 4<sup>th</sup> Floor, Fortune Towers, Bhubaneswar-23

**1.8 Communications:** All communications including the submission of Proposal should be addressed 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](mailto: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.

2.1.2 The Bidder/Consortium Member shall be a proprietorship firm, partnership firm, Limited Liability Partnership, Company, Trust, Society, PSU of Govt. of India or any State Govt. The Consortium with maximum **two** members is allowed.

For the purpose of this RFP 'Similar Project' is defined as Projects of Reclamation of Water Bodies / Riverfront Development/Lakefront Development Project/ Water Park/ Irrigation Project / Water Reservoirs (including Water Supply scheme with reservoirs, Dam projects etc.)

The Bidder shall meet the following conditions:

- a) The Bidder/ Members of Consortium together shall have successfully completed preparation of DPR for Similar Projects with cumulative consultancy fee from these projects of at least Rs. 50 Lakhs in last ten years from the publication date of the RFP. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and consultancy value in Technical Proposal. Experience in DPR preparation work as mentioned above is mandatory.
- b) The Bidder/Members of Consortium shall have successfully completed construction supervision/ project management consultancy of Similar Projects with minimum cumulative consultancy fee of Rs. One Crore in last ten years from the publication date of the RFP. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and project value in Technical Proposal. Experience in construction supervision / project management consultancy as mentioned above is mandatory.
- c) Bidder/Consortium (Aggregate for Consortium) shall have average annual turnover of at least Rs. 10 Cr. in the last three years for a single Cluster. If the Bidder/ Consortium bids for more than one Cluster then the minimum average annual turnover in the last 3 years shall be multiple of the no. of Clusters. For eg. If the Bidder/ Consortium apply for 3 Clusters then the average annual turnover in the last 3 years shall be at least 30 Crores.

Each of the Consortium Member shall have positive net worth as on 31.03.2017

The Bidder/ Members of Consortium must ensure that they submit the evidence of eligibility criteria on turnover and net worth in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal.

d) Conditions shown in 2.1.2(a) to (c) are minimum qualifying criteria. No marks will be awarded in this evaluation.

2.1.3 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, without prejudice to any other right or remedy that may be available to OUIDF hereunder or otherwise. The guidance note for “Conflict of Interest” is given in Annexure XII.

**2.3 Number of Proposals:** No Bidder or its Associate shall submit more than one Proposal for a Cluster. A Consortium Member submitting a proposal shall not be member of another Consortium.

**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 ULB's (water bodies) 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 visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to site, availability of data with ULB's, Applicable Laws and regulations or any other matter considered relevant by them. For this purpose, Bidders shall intimate the Municipal Commissioner/Executive Officer of ULBs in advance.

## **2.6 Right to reject any or all RFPs**

2.6.1 Notwithstanding anything contained in this RFP, OUIDF reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, 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 issued in accordance with Clause 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 of Bidder
- Annexure VIII: CV of Key Personnel
- Annexure IX: Legally binding signed declaration of undertaking
- Annexure X: Salient Aspect of Technical Proposal
- Annexure XI: Financial Proposal
- Annexure XII: Guidance note on conflict of interest
- Annexure XIII: Consulting Services Contract
- Annexure XIV: Consortium Agreement

### **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 Preparation of DPR and Project Management Consultancy Services for Reclamation of Water Bodies across various ULBs in 4 Clusters in Odisha". OUIDF shall endeavor to respond to the queries during Pre-bid meeting. No queries will be received after pre-bid meeting.
- 2.8.2 OUIDF reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging OUIDF to respond to any question/s or to provide any clarification/s.

## **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 Proposal**

- 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.



2.11.3 The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder/Lead Member of Consortium 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 authorized representative(the "Authorized Representative") as detailed below:

- a) By a partner, in case of a partnership firm and/or a limited liability partnership;
- b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- c) By the Authorized Representative of Lead Member in case of Consortium

A copy of the Power of Attorney and a Consortium Agreement in case of Consortium along with Power of Attorney certified under the hands of a Partner or Director of the Bidder / members of the Consortium 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 X & Annexure XIV (the "Technical Proposal"). If the Bidder intends to apply more than one Cluster, he can apply in one Common Technical Proposal, but submit the financial proposal in separate sealed envelope cluster wise.

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 authorized signatories;
- c) Power of Attorney, is executed as per Applicable Laws;
- d) CVs of all Key Personnel have been included;

- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.1.4.1 of the RFP; The CV of each Key Personnel shall be submitted as per the format at Annexure VIII.
- f) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished;
- g) Key Personnel would be available for the period indicated in the ToR;
- h) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
- i) The proposal is responsive in terms of Clause 2.19.3.
- j) Duly executed Consortium Agreement is submitted in case of Consortium

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.

2.12.7 In such an event, OUIDF shall have the right to forfeit and appropriate the Bid 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 separate Financial Proposal for the proposed Project as per the format given in Annexure XI clearly indicating the percentage (%) of project cost in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. If the Bidder desires to apply more than one Cluster he can submit the Financial Proposal Cluster Wise in separate sealed envelope. However, he can submit one common Technical Proposal.
- 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 Goods & Service Tax.
  - c. Financial Proposal shall be expressed in percentage of project cost.

#### **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 selection of Consultant for Preparation of DPR and Project Management Consultancy for Reclamation of Water Bodies across various ULBs in Odisha **Cluster No.....** 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 AUTHORIZED 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 X, XIV and the supporting documents. .
- 2.14.4 The envelope marked "Financial Proposal - Cluster - \_\_" shall contain the financial Proposal in the prescribed format Annexure XI. Separate Financial Proposals in separate envelopes shall be submitted for each cluster applied.
- 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 the Time and Date 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. 1,00,000/- (Rupees One Lakh only) per Cluster 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 of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) per Cluster in the form of a Bank Guarantee. The Performance Guarantee shall be returned, after the defect liability period 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/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 the Date and Time specified in Clause 1.6 and 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 X and Annexure XIV;
  - 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.
  - h) It is accompanied by duly executed Consortium Agreement as per format provided in the RFP.
- 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 3.3 and 3.4. The Financial Proposal of Bidders whose bids are disqualified in technical evaluation will not 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.

### **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 who has scored highest rank Cluster Wise and the Selected Bidders will, within 15 (Fifteen) 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 Bidder, Bidder will execute the Agreement with OUIDF within the period prescribed in Clause 1.6 or any date communicated by the OUIDF after submitting the Performance Security as per Clause 2.18.2. If the Successful Bidder is a Consortium to whom the LOA is issued, Lead Member of Consortium shall execute the Agreement with OUIDF. However, each member of Consortium are jointly and severally responsible to the OUIDF for performance of Contract. The Selected Bidder will not be entitled to seek any deviation in the Agreement.

## **2.26 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 7 (seven) 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 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 X) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1 and clause no. 2.1.2(a) to 2.1.2(c). This is a pass/fail type evaluation and no marks in evaluation are awarded. In the second stage, the 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 )	25
2	<b>Approach &amp; Methodology - 25</b> Approach and Methodology, Work Plan and Manning schedule shall be provided as per the formats given in Annexure X. The marks will be based on the Presentation by the Key Expert.	25
	Preparation of DPR and Tender Documents for water supply/ sewerage/ parks/ water bodies/ river front development/ irrigation project for Central/ State Govt. Department or agency with a single project cost of at least Rs. 50 Cr. (5 marks). If the firm is also involved in PMC/ Construction Supervision additional 5 marks will be awarded.	10
3	i. DPR Preparation for Reclamation of Similar Projects (as defined in clause 2.1.2) with consultancy fee of at least Rs. 10 Lakhs per project ( <b>5 Mark for each Project ) - 20 Marks (max.)</b> ii. Construction Supervision / Project Management Consultancy of Similar Projects (as defined in clause 2.1.2) with consultancy fee of at least Rs. 20 Lakhs per project ( <b>5 Mark for each Project)-20 Marks (max.)</b>	40
	<b>Total</b>	<b>100</b>

The Project Manager 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. Any other representative of the Bidder shall not be permitted to make the presentation. In exceptional cases, presentation by Urban Planner/ Architect or any other representative of the Bidder will be allowed subject to prior approval of Client.

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

SL No	Position	Maximum Marks
1	Project Manager	15
2	Urban Planner/ Architect	10
	<b>Total</b>	<b>25</b>

3.1.4 The Minimum Qualification criterion & Marking of qualified Persons for the purpose of evaluation is as below:-

3.1.4.1. **Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:**

Sr. No.	Position	Tasks Assigned	Qualification & Experience
1	Project Manager (1 no.)	Responsible for overall project planning and management, technical input at various stages, coordination and final submission of deliverables. Assistance to Architect during DPR preparation. Responsible for Project Management Consultancy Services and guidance to Senior Engineers and Site Engineer during project implementation.	Graduate in Civil Engineering with minimum 10 years of relevant experience. The Project Manager shall have worked as Project Management Consultant for at least one Similar Projects (as defined in clause 2.1.2) referred as "Eligible Project" for the purpose of evaluation.
2	Urban Planner/ Architect (1 no.)	Assist the Project Manager in Architectural design of Water Bodies, environmental impact assessment study and preparation of cost estimates.	Graduation in Architecture/ Planning with minimum 5 years of experience in preparation of DPR for at least one project of Reclamation of Water Bodies or Water Parks / Lakefront Development / Riverfront Development / Public Parks/ Landscaping Project referred as "Eligible Project" for the purpose of evaluation.

The Consultant shall deploy atleast 1 Site Engineer for every 8 water bodies on a full-time basis throughout the construction phase of the Project Management Consultancy services. The Site Engineers shall possess Degree/ Diploma in Civil Engineering with atleast 3 years experience in construction supervision and quality control of civil works. The Site Engineer shall also have experience in preparation and checking of bills. The Site Engineers proposed to be deployed by the Consultant will be approved by OUIDF / ULB prior to the construction phase of the project. Some experts of the Consultant such as Structural Engineer, Quantity Surveyor etc. may be required on part-time basis and the Consultant shall deploy these experts on the basis of actual project requirement.

### 3.1.4.2. Marking of Key Personnel

Position	Marks for Person having Qualification		Marks for their experience		No. of Eligible Projects	
	Project Manager	Graduate in Civil Engineering/ g/	Master in Infrastructure planning/ Engineering Structural Engineering/ Construction Management/ Project Management/ Public Health Engineering/ Environmental Engineering	10 years	More than 10 years	1
Marks for Project Manager	3 marks	2 marks	3 marks	1mark for each completed year beyond 10 years subjected to maximum 2 marks	3marks	1mark for each completed project beyond 1 subjected to maximum 2 marks
Architect	Bachelors in Architecture/ e/ Planning	Post Graduation in Architecture/ Planning	5 Years	More than 5 years	1	More than 1
Marks for Urban Planner/Ar	3 marks	1 mark	2 marks	1mark for each completed	1 mark	1mark for each completed

Position	Marks for Person having Qualification		Marks for their experience		No. of Eligible Projects	
chitect				year beyond 5 years subjected to maximum 2 marks		project beyond 1 subjected to maximum 1 marks

Note: -

- Person having qualification and experience less than the prescribed Qualification and experience in the RFP will be will be marked as nil.
- The above Key Personnel proposed are for the purpose of evaluation of Technical Proposal only. In addition to the above Key Personnel, the Consultant shall deploy adequate staff with required qualification as given in TOR.

### 3.2 Short-listing of Bidders

Of the Bidders ranked as aforesaid in Clause 3.1.1, shall be short-listed for financial evaluation in the second stage.

### 3.3 Evaluation of Financial Proposal

3.3.1 In the second 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 XI 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 0.7 (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:  $S = (0.70*ST + 0.30SF)$  Where "S" is the combined score

- 3.4.2 The Selected Bidder shall be the first ranked bidder (having the highest combined score) Cluster Wise. The second ranked bidder shall be kept in reserve and may be invited for 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:
- 4.4 **"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 obligations 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 the clients listed by the Bidders in their previous experience record.

## ANNEXURE I: TERMS OF REFERENCE

### 1. Introduction:

OUIDF intends to appoint Consultants for implementation of Reclamation of Water Bodies projects across various Cluster of ULBs in Odisha. 100-125 water bodies are proposed to be taken up in 4 clusters of approximately 25-30 per cluster.

### 2. Clusters of ULBs

Sr. No.	Cluster I	Cluster II	Cluster III	Cluster IV
1	Bolangir	Rourkela	Balasore	Puri
2	Patnagarh	Sambalpur	Bhadrak	Berhampur
3	Kantabanji	Jharsuguda	Baripada	Rayagada
4	Bhawanipatna	Sundergarh	Soro	Parla Khemundi
5	Junagarh	Kuchinda	Jagatsinghpur	
6	Dharmagarh	Deogarh	Kendrapara	
7	Kesinga	Brajrajnagar	Paradeep	
8	Attabira	Belpahar	Jajpur	
9	Barpali	Rajgangpur	Vyasanagar	
10	Binka	Biramitrapur	Cuttack	
11	Tarva	Redhakhhol		
12	Subarnapur	Bargarh		
13	Bhubaneswar	Padampur		

The Consultant shall identify the water bodies to be taken up for reclamation during site visits. OUIDF reserves the right to add, delete or replace one or more ULBs with another set of ULBs within a Cluster which are within 50 Km from any of the ULB from the same Cluster. Further, the Consultant may be awarded additional work of only Project Management Services for those water bodies for which DPR and tender documents have already been prepared and tender has been awarded to Contractors by ULBs. The payment for such services shall be as per the payment milestone given in the TOR.



### 3. Scope of Work:

The scope of work of Consultant for reclamation of water bodies project shall include but not limited to:

- a. Identification of the water bodies to be taken up in consultation with ULB officials for finalization by OUIDF. The Consultant shall submit a Preliminary Site Visit Report for each ULB visited by the Consultant. The report shall include details of all the water bodies visited and shall include land details from Revenue Dept., information regarding encroachment if any and photographs showing all sides and views of water bodies etc. The Consultant shall give recommendations of Water Bodies to be taken up with justification.
- b. **Detailed Project Report (DPR) (to be prepared for each ULB)**- The DPR preparation work shall include the following-
  - i. Detailed Investigation and Surveys.
  - ii. Based on the survey, the consultant shall prepare a Detailed Project Report and Bill of Quantities with detailed Cost estimates with all considerations and detailed drawings.
  - iii. The Consultant shall propose a Tender Packaging strategy for the proposed water bodies for its approval by OUIDF.
  - iv. O&M Plan, Revenue Generation plan etc as detailed in section 4.

#### **Approval of DPR:**

- The Consultant shall submit the draft DPR to OUIDF with a copy to the concerned ULB. The OUIDF shall review the draft DPR and provide comments if any.
  - The Consultants after incorporating comments of ULB and OUIDF shall submit the Final DPR to ULB and OUIDF. ULB shall submit the Final DPR for Technical Sanction of competent authority.
  - The Consultant shall provide necessary clarifications and make necessary corrections / modifications as required by the competent authority for Technical Sanction of the DPRs.
  - The DPR shall be deemed approved once the Technical Sanction is obtained for the project from the competent authority by the ULB. If the competent authority desires vetting of designs provided in DPR by a technical institution the cost of same shall be borne by the ULB.
  - The Consultant shall propose a Tender Packaging strategy for the proposed water bodies for its approval by OUIDF.
- c. A tenderable bid document has to be prepared following Guidelines for Procurement of Works - Government of Odisha as per the approved Tender Packaging strategy.
  - d. Project Management Consultancy - During project construction period, the Consultant shall be responsible for the following:
    - i. Construction supervision,
    - ii. Responsible for quality control,

- iii. Certification of the bills (handhold Contractor for bill preparation if required) by Consultants and its submission to ULB for approval,
- iv. Ensure timely billing and handhold the contractor where necessary.
- v. Ensure timely completion of the project by preparing work plans.
- vi. Submit weekly progress report - should include status of progress with respect to the timeline, status of billing and excess / variations if any with justification, audit of environmental compliance, health & safety compliance, flagging any other issues etc.

The detailed tasks to be performed is mentioned in the Section 4.

#### 4. Detailed Tasks to be performed:

The following tasks are to be performed by the consultant-

##### i. Preliminary Site Visit Report:

- a. Identification of water bodies – The consultant shall visit the water bodies in consultation with ULB officials and shall select the water bodies after competing site visits. The water bodies shall be selected based on criteria like encroachment, condition of water bodies, current facilities, water quality, land details (should be a Govt. land), approach road, dependability of community, etc.

The consultant shall submit a Preliminary Site Visit Report (SVR) which shall include the details of all the water bodies visited and shall include land details from Revenue Dept., information regarding encroachment if any and photographs showing all sides and views of water bodies, etc.

The SVR shall recommend the water bodies proposed for reclamation based on the criteria mentioned above. The consultant shall include the proposed components for the identified water bodies. The consultant shall have to submit the SVR to OUIDF for finalization of proposed water bodies.

##### ii. Detailed Project Report (to be prepared for each ULB):

- a. **Description of the site** – The consultants shall conduct a detailed study of the water bodies, Project area including study on the existing condition of the lakes and surroundings and analyze the land use pattern, location of various infrastructures such as storm water drains, natural drain, canal, rivers, sewerage outfalls, roads, water supply and for other existing physical infrastructure. Consultants shall also collect the details on the slums, encroachments, religious and heritage structures abutting the lake and also facilities available for disposal of waste, etc., Tourism related information such as usage of the place, and tourism potential of the city shall also be analyzed.

- b. **Surveys and Investigations** – The consultants shall conduct a detailed survey. The following surveys are to be conducted in this regard-

Survey of the water bodies - Drawings in AutoCAD or GIS are to be prepared to bring out the following information:

Boundary survey of the lake demarcating the overall lake boundary, plot outside the lake bunds and also the water spread area as on the date of survey. Survey data shall contain the following:

- Boundary Survey
- Maximum water spread area of the lake including Max. and Min water level.
- Shore line length.
- Average depth and maximum depth of water body
- Embankment/Bund levels – Top and Bottom
- Slope of existing embankment / bund.
- Top and bottom width of embankment.
- Volume of the lake at FTL.
- Details of the overflow weir

- Supply channels / Surplus drain.
- Average Silting level.

Drawings have to be prepared to show the following morphometric details of the lakes.

- (a) Total length of shoreline along Full Tank Level (FTL) with reference to the top level of the surplus weir.
- (b) Total water spread area of the lakes falling within the FTL.
- (c) The LS of the lakes bund showing the top width, bottom width all along the length of main tank bund, ring bunds around the lakes. Cross sections at every 50 m intervals of the LS and levels at 1 m interval along the slopes of bund upto 10 m from the bottom edge of the slope.
- (d) Surveying and mapping all existing water inlet and outlet drains of the lakes indicating the width of channels as existing to a distance of 500 m from the lakes along the upstream and downstream of the inlet and outlet channels. Cross sections of these channels (both inlet and outlet channels) have to be surveyed at every 25 m interval indicating levels at every 1 m up to the total width of the channel extending up to 5 m on either side of the channel.
- (e) The full storage capacity of the lakes shall be computed taking into consideration the survey data.
- (f) Cross section of the lake showing various levels of the lake i.e. top level of bund/embankment, bottom level of bund/embankment, Max and Min water level of lake, Average Silting level along with top width and bottom width of bund/embankment.
- (g) All buildings and structures located adjacent to the lakes up to a distance of 50 m from the outer edge of lake bunds indicating ground levels at every 10 m interval and plinth of each building/structure falling in the area shall be shown in the plan of the lake. Any encroachment within the boundary of plot area shall be shown in the plan of the lake. Any light pole, transformer, trees or other land marks or salient details, etc., located in plot area and within 30 m distance from boundary are to be recorded and shown in the plan.
- (h) Existing Surplus weir and its cross section details such as top width, bottom width, top level, bottom level, length, condition and cross section at every 5 m distance with levels at 0.5 m intervals up to 10 m on either side along the alignment of the weir has to be shown in a drawing. Details of Existing Surplus weir.
- (i) Approach road for the lake and condition of the road to be shown in the plan.
- (j) A lakes plan drawing has to be prepared showing all the above and other necessary details at appropriate size.

The consultants have to provide detailed information of the surveys undertaken and provide the survey results as hard / soft copies to OUIDF with copy to ULB..

- c. Assessment of Environmental and Social impact like
  - (a) Water quality of the lake,

- (b) Aqueous life,
- (c) Dependency of community on lake,
- (d) Activities carried out in lake.
- (e) Water uses,
- (f) How the reclamation will help the community?,
- (g) Benefits to community from reclamation etc.

**d. Water Management Plan:**

In the restoration plan, the consultants shall address some extraneous factors that need to control to preserve the lake.

- (a) Estimation of the pollution load discharged into the lake from:
  - 1. Point sources of pollution
  - 2. Non-point sources of pollution
  - 3. Nutrients released from the lake sediment bed
  - 4. Water quality in and around the lake
- (b) Algal Species present in the lake water
- (c) History and analysis on Rainfall data
- (d) Fish Species present in the lake
- (e) Determination of trophic state of the lake
- (f) The consultant shall also study the water balance of the lakes relating to retention of water in the lake, examine options for replenishing water losses due to evaporation and seepage and the effects of retaining water in the lake.
- (g) Estimation of the storage capacity of the existing lakes (and after desilting, if proposed).
- (h) The consultants should develop a conceptual landscape and architectural design which should incorporate all the design elements contemplated in the project and shall be cohesive and have an aesthetic vision of the developed water body and its peripheral area.

**e. Detailed Estimation, Designs and Drawings:**

- (a) The consultant should come out with a design, where water is retained in the lake throughout the year. Options can be given by the consultant to retain water and maintain levels in the lake.
- (b) It is to be noted that the consultants should develop a viable design, such that the water body development project is sustainable with least maintenance cost, and is sustainable on the strength of its design itself, such as, supplying artificial sources of water, vegetation management, etc.
- (c) The consultants shall follow the MoUD Advisory(CPHEEO) 2013 or any amendment from time to time for water body development and shall prepare designs.
- (d) A detailed Bill of Quantities should be prepared based on the prevailing latest schedule of rates of Works Dept. of Odisha / latest **Delhi Schedule** of Rates / market rate (minimum 3 quotations).

- (e) The detailed cost estimates should contain all consideration in quantity estimation and rate analysis including lead for respective ULB/Regions. It should contain the reference number of SOR etc of all the unit rates of all items.
- (f) Consultant shall include the timeline in DPR for execution work excluding Monsoon which will reflect in tender conditions.
- (g) Detailed Drawings for all the proposed components showing all dimension and details. This should include all the plans, cross sections and elevations etc.
- f. Tender Packaging Strategy:** The Consultant shall propose a Tender Packaging strategy for the proposed water bodies for its approval by OUIDF (i.e. separate tender for each water body or combining multiple water bodies within a single tender). In case the Consultant proposes to combine multiple water bodies in a single tender, all water bodies must be within the jurisdiction of a single ULB.
- g. Facilities in the wider region -** The consultant shall study the existing infrastructure and also identify the agencies responsible for providing adequate infrastructure like water supply, sewerage, storm water drains, Municipal solid waste, power and telecom, etc. in the surrounding area. If the tourism strategy allows for many more visitors than are currently using the area, it is important to ensure that the road network and public transportation and other infrastructure services in the surrounding area are sufficient to cope with the predicted increase in numbers.
- h. Facilities inside the protected area -** The consultant shall include but is not limited to the following facilities.
  - (a) Explanatory panels, signs, directions etc., without spoiling the landscape.
  - (b) Facilities for clean drinking water.
  - (c) Toilets
  - (d) Electricity.
  - (e) Street lights.
  - (f) Facilities for sanitation and waste disposal.
  - (g) Jogging Track
  - (h) Benches
- i.** The legislative considerations (rules, laws, court orders, etc.,) for each activity involved in the plan shall be identified and listed in the assessment, along with the schedule and responsibility.
- j. Operations & Maintenance Plan (OMP) -** The consultants shall prepare an O&M protocol / maintenance management plan for the routine maintenance of the eco-park and also suggest institutional structures for such maintenance. The plan shall consist of-
  - (a) Organization chart for O&M
  - (b) Staffing requirements / skills
  - (c) Technology and equipment for O&M
  - (d) Routine / Regular / Periodical schedule of maintenance's to be done
  - (e) Detailed annual O&M costing
  - (f) In house Vs outsourcing arrangements possible for O&M

- k. Potential Revenue Generation:** The consultants shall analyze and estimate the revenue potential of the land reclaimed for commercial exploitation so that it meets the project cost either partly or fully. For this purpose, the consultants shall consider new facilities and existing developments surrounding it and their potential for development shall be taken into consideration. The consultants should prepare detailed tenderable bid documents as per Tender Transparency act of GoO, acceptable by the Corporation.

**iii. Tender documents**

- The Consultant shall prepare tender documents as per the approved tender packaging strategy including –
  - Detailed engineering design & working drawing
  - Bill of Quantities (BOQ) and latest schedule of rates of Works Department, Govt. of Odisha shall be used.
  - Detailed timeline for the execution of work excluding Monsoon.
  - Tender conditions shall be included as per OPWD format or any other format approved by Govt. of Odisha. The Consultant shall consult OUIDF in this regards.
  - Detailed Technical specifications for each item shall be include in the tender as per standard codes and guidelines applicable.
- The Consultant to provide list of possible vendors/ contractors/operators.
- The consultant shall be responsible for clarification to all technical issues relating to tender documents and shall assist ULB in invitation of bids, carry out evaluation of the technical bids and assist in signing of agreement between contractor and ULBs.

**iv. Project Management Consultancy (PMC)**

Principal responsibilities will be generally to carry out all the duties of the Authority Engineer / PMC / Construction Supervision Consultant as specified in the construction contract documents, within the limitations specified therein. In case of any disparity, the stipulations made in the construction contract documents will prevail in the order of precedence mentioned therein. The scope of work of the Consultant during project implementation period shall include making suitable modifications to design / drawings as applicable for construction based on site conditions, day to day supervision of construction and quality control of works, Certification of bills for approval by ULB and overall responsibility till commissioning of the project.

**a. Project Planning and Scheduling**

- Prepare and submit for approval to ULB a detailed project completion schedule for the entire project using project planning software such as MS Project. The approved project completion schedule would be the guideline for the physical and financial progress monitoring of the entire project.
- To approve the Contractor's key personnel, construction mobilization programs, temporary land to be occupied by the Contractor.
- To approve (provided handhold support if needed) the contractor's work program including activity scheduling and resource programming
- Ensure that the construction works are in accordance with the technical specifications, environmental management plan and other stipulation of construction contract documents particularly, in relation to Contractor's construction equipment and other resource deployment, .to approve setting out of the works
- Consultant shall check and finalize Contractor's detailed program of activities commensurate with the tender provisions, requirement of labour, materials and samples and delivery of products requiring long lead time procurement in context of fulfilling the approved project completion schedule.
- Scrutinize the contractor's detailed work program and guide Contractor in preparation of work plan for each package.
- Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues.
- Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods.
- Supervise the construction for achieving the expected outputs of the project.
- The Consultant shall maintain a hindrance register indicating details of delays and the measures to be undertaken to complete the work on time. The Consultant will submit for approval of ULB for grant of extension of time by ULB to Contractor (within time stipulated in the Construction Contract).
- The Consultant shall be required to participate in the project review meetings held from time to time by ULB / OUIDF, as also to participate in emergency or extraordinary meetings held to deal with any emergency, force majeure event or other exigencies.
- The Consultant shall be responsible for assessing, verifying and sending replies to day-to-day issues raised by the Contractors during the execution of work or after completion of the work (i.e. upto completion of Defects Liability Period). In case of



- any claims with financial implication, approval of ULB shall be obtained by the Consultant.
- The Consultant shall provide all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Consultant.
  - The Consultant shall be responsible for the supervision of construction works at site, Quality Control, taking measurements, certification of the bills of Contractor and submission to ULB for approval, handing over completed works as per the timeline and attend to audit queries and all arbitration / litigation cases with respect to the project.
  - In case the contractor is incapable of preparing bills, the consultant would be required to prepare the bill on behalf of contractor.
  - Consultant shall highlight the excess quantity of each item separately as per the estimate in every bill to be submitted.
  - To direct Contractor to take all necessary steps to maintain the rate of progress of works as per the approved program of the Contractor on monthly basis.
  - To ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the ULB in this regard.
  - Assist/advise ULB for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule.
  - To assist ULB in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period.
  - Assist ULB in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project.
  - The Consultant shall carry out supervision, monitoring of progress and quality of construction, erection and installation work, reporting and ensuring compliance by the Contractor.
  - to approve setting out of the works
  - Weekly reporting to OUIDF regarding work progress showing lags and timely completion. The report should include status of progress with respect to the timeline, status of billing and excess / variations if any, audit of environmental compliance, health & safety compliance, flagging any other issues etc

- ULB / OUIDF may inspect and review the progress of works and may issue appropriate directions to the Consultant for taking necessary action.

**b. Supervision manual**

Prepare, in consultation with ULB, a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements. The Consultant shall submit a Supervision Manual covering the test procedures (as per IS Codes / Standards as applicable), formats for monitoring of progress, quality control of works, certification of works, taking measurements, preparation of bills.

**c. Material testing and quality control**

- i. Ensure a system of quality assurance of works, approve materials and sources of materials, review all concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and quality control measures to ensure required standard and consistency in quality, at the commencement of item.
- ii. Check the laboratory and field tests carried out by the Contractor and develop a mechanism in consultation with ULB to carry out adequate number of independent tests other than the regular testing done by laboratory personnel. All the cost for laboratory test shall be borne by Contractor
- iii. The Consultant shall ensure that the Contractor carry out all necessary tests on equipment and materials of construction as per the applicable codes practice of construction and maintain adequate records thereof. The Consultant shall approve materials and ensure that the quality of works are in accordance with contract specification, including testing of raw constituents and its product such as sand, chips, cement, concrete cube, steel bar etc. Quality assurance of all the materials used in the work according to relevant IS specification/CPHEEO Manual/ tender specifications and terms of contract.
- iv. All documents related to quality control and register of quality control test shall be maintained and updated timely by the Consultant.
- v. Verify the quality of material and equipment supplied by Contractor before sanctioning any mobilisation advance for material & equipment by ULB.
- vi. Establish quality assurance system including verification of source of material and Certification

- vii. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings
- viii. ULB may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Consultant and the Contractor.

**d. Environmental protection and safety during construction**

- i. To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs) and if required, to instruct the Contractor to provide any necessary lights, guards, fencing and watchmen.
- ii. To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property.
- iii. To direct the Contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.
- iv. Advise the Contractor to adhere to guidelines of Environmental Climate, Social Sustainability Framework (ECSF) of KfW.
- v. The Consultant shall ensure that the Contractor comply with all the norms and rules as mentioned in OPCB guidelines w.r.t air, water, noise pollution during construction.
- vi. The Consultant shall ensure that the Contractor has taken adequate care for maintaining smooth flow of existing traffic during construction.
- vii. The Consultant shall ensure the contractual obligation such as implementation of labor laws, environmental/safety management system obligations and other statutory regulations are adhered during the construction to completion stage.
- viii. The Consultant shall submit compliance of environmental and social safe guard measures along with safety audit report mentioned above implemented by the Contractors in the weekly progress report.

**e. Certification of Interim and final payments / Bills by Consultant**

- i. To make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract document.

- ii. Reconciliation of the quantities for the final bill shall be done by the Consultant before the final bill is submitted to ULB. The Consultant shall ensure that all the test reports /certificates, guarantees, warrantees bonds are obtained.
- iii. Issue interim certificates to the ULB for its approval for monthly payments to the contractors, and specify completion of parts of the total of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate.
- iv. A copy of the bill (Interim and final) after approval by ULB shall be forwarded to OUIDF for the purpose of payment to the Consultant. This shall be accompanied by the Consultant's Invoice for PMC services as per the terms of this contract.
- v. Verification of work on its completion and issuing completion certificates for the completed works to the ULB, so as to enable ULB to record completion of the works. Verification by taking and recording joint measurements of the final bill to be submitted by the Contractors, process, certify and recommend as per the terms and conditions of contract agreement or release of final payment by ULB and attend to the observations/ queries raised while processing the same for payments by ULB.
- vi. To verify the quantities of all items in the BOQ and suggest modifications to the same if necessary as per the prevailing site conditions, for the approval of ULB.
- vii. Preparation of revised estimate etc., if required.
- viii. The Consultant shall suggest modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to ULB for approval.
- ix. The Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Consultant following claims filed by the Contractor. The Consultant will be responsible for ensuring that all measurements are taken as per specifications and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. In processing contractual payments, the Consultant will certify that they have checked all the measurements and quality control tests. Any discrepancy found will be settled in the following interim payment certificates.
- x. If Price adjustment clause is applicable to the contract, then, Consultant should certify interim & final payment certificate after incorporating price adjustment clause relevant to construction Contract.
- xi. For liquidated damages caused by Contractor, Consultant should certify the amount of liquidated damage in payment certificates. Consultant should ensure adequate

insurance provided by Contractor in respect of material, equipment and human resources. If any violation is found, then, Consultant should suggest penalty for Contractor to ULB w.r.t Construction Contract.

- xii. In case of Force Majeure, Consultant should certify the period and recommend to the ULB the impact of Force Majeure for execution of project relevant to construction contract.
- xiii. The Consultant will prepare a comprehensive final completion report of the construction contract, after the project reaches a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over by ULB. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by ULB. The Consultant will summarize and consolidate in a single report the key information to prepare the final completion Report for the entire construction package.
- xiv. Assist third party inspections, if necessary, as decided by ULB
- xv. Assist the ULB in issue of completion certificates.

**f. Defects liability**

- i. Defect Liability Period (DLP) for initial 12 months from the date of completion of the work.
- ii. Periodical inspection of completed works for initial 12 months of DLP in accordance with the contract as and when required
- iii. To support and assist ULB in getting the contractual obligation cleared/fulfilled during initial one year of DLP for smooth transaction from commissioning to O&M and other administrative/ technical matters.
- iv. To issue certification of final acceptance at the end of DLP with specific recommendations for refund of balance Security Deposit/ Performance Security, recovered and withheld amounts of the contracts.
- v. Make periodic site visits to ensure that any outstanding work agreed upon with the Contractor before the issue of the certificate of substantial completion is properly carried out. In the event of any defect and whenever required, visit the site, ensure that repairs are properly carried out. On the occasion of site visits as above and / or request of the ULB, supervise performance of the operators and report to ULB in case of shortcomings, including recommending on corrective actions. At the end of the defects correction period and when all outstanding work is completed and all repairs are carried out

satisfactorily, issue the Defects Corrections Certificate in accordance with the provisions of the construction contract.

**g. Contract administration**

- i. The Consultant shall collect and deliver to ULB any specific written warranties or guarantees given by others, including all required trade Contractor guarantees and warranties.
- ii. Provide assistance to the ULB in respect of contract implementation, claims and other matters;
- iii. Review and ensure continuity of Contractor's services in approved formats
- iv. To advise ULB on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to arbitration
- v. To prepare detailed recommendations to ULB for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds
- vi. The Consultant shall work as conciliator in the event of any dispute arising between the parties before the matter goes to legal forum. The Consultant shall assist ULB in case of any Arbitration/litigation by Contractors during the contract or after it, by providing all the necessary technical/contractual help & data required. Consultant shall deal with all Arbitration / litigation cases either with Arbitrator or with any other Court of Law during the contract period as defined in the agreement till its conclusion

**h. Record keeping and MIS**

- i. Prepare realistic quarterly cash flow for the project in a format acceptable to the ULB / OUIDF. Cash flow should identify budget estimates for all outstanding work which should be updated regularly.
- ii. Maintain records of all plan labour and material used in the construction of the works.
- iii. Assist ULB in proper monitoring/ progress of works and implementation of project through computer aided project management technique and Management Information System (MIS)
- iv. Obtain and submit all the records and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the Contractor/ Consultant incorporating all such changes, duly authenticated as required for obtaining "Completion Certificate" from statutory authorities, wherever required.

- v. To write a day by day project diary which shall record all events pertaining to the admission of the Contract, request from and orders given to the Contractor, any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works
- vi. Prepare and issue weekly progress reports for submission to the ULB and OUIDF.
- vii. Assist ULB in providing clarifications/explanations to observations made, from time to time, by the Auditor
- viii. The Consultant shall prepare all periodical reports, applicable to the Projects, as may be required by Lenders, other stakeholders or the State Government etc. on behalf of ULB

## **5. Deployment of Staff of the Consultant**

- i. The Project Manager / Architect shall be responsible for the DPR preparation / Tender Document preparation services responsibility of the Consultant and shall ensure site visits to all the ULBs / water bodies during the DPR preparation stage. The Consultant shall deploy separate teams for each cluster during site visits to ensure timely completion of site visits and submission of the Preliminary Site Visit Report within 15 days of the signing of the Agreement.
- ii. The Consultant shall deploy the topographical surveying team to the finalized sites for conducting the survey for the DPR preparation. The consultant shall ensure timely mobilization of the survey team to ensure submission of draft DPR within 30 days of the finalization of the water bodies from the Preliminary Site Visit Report.
- iii. The Architect shall work in collaboration with the Project Manager in DPR preparation and tendering of the project. The Project Manager and Architect shall make themselves available for meetings /as and when called for by ULBs or OUIDF. The Consultant shall depute its staff to the concerned ULB during the project tendering stage to provide all necessary assistance to the ULB as per the terms of this Contract.
- iv. The Project Manager is the overall in-charge for the project. He shall be responsible for Project Management Consultancy Services during Project Implementation. The Project Manager will interact with the designated ULBs as well as with City Engineer/ Municipal Engineer on routine basis. Project Manager shall discharge all the duties and responsibilities of the Consultant.
- v. The Consultant shall deploy atleast one Senior Engineer for each Cluster during the construction period. The Project Manager can also act as a Senior Engineer for one of the cluster. The Senior Engineer shall work under the guidance of the Project Manager. The Senior Engineers shall possess Degree in Civil Engineering with at least 7 years/ Diploma in Civil Engineering with 10 years experience in construction supervision and

quality control of works and at least experience of one Similar Projects (as defined in clause 2.1.2). The Senior Engineers proposed to be deployed by the Consultant will be approved by the OUIDF / ULB prior to the construction phase of the project.

- vi. The Consultant shall deploy atleast 1 Site Engineer for every 8 water bodies on a full-time basis throughout the construction phase of the Project Management Consultancy services. The Site Engineers shall possess Degree/ Diploma in Civil Engineering with atleast 3 years experience in construction supervision and quality control of civil works. The Site Engineer shall also have experience in preparation and checking of bills. The Site Engineers proposed to be deployed by the Consultant will be approved by OUIDF / ULB prior to the construction phase of the project.
- vii. Some experts of the Consultant such as Structural Engineer, Quantity Surveyor etc. may be required on part-time basis and the Consultant shall deploy these experts on the basis of actual project requirement.

## **6. Action Requiring Specific Approval of the ULB**

The Consultant will seek prior permission of the ULB before taking any of the following actions:

- i. Consenting to the subcontracting of any part of the works
- ii. Certifying additional cost determined
- iii. Ordering suspension of work
- iv. Issuing the Notice to commence the work
- v. Approving an extension of time
- vi. Issuing a variation except if such variation would be within the limits as indicated in the civil contract document.
- vii. Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of contract;
- viii. Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price
- ix. Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work

## **7. Likely Additional Service**



The Consultant may be required to carry out the following in the event of the contingencies arising for them on the request of the ULB as per terms negotiated then. No financial cost shall be provided against them in the present financial proposal. The events are:

- i. Preparation of reports or additional contract documents for consideration of proposals for carrying out additional work;
- ii. Any other specialist services by the Engineer or by other specialists, pertaining to the works

## **8. Outcome & Deliverables**

The Consultant shall submit the following reports to the ULB with a copy to OUIDF

- a) Preliminary Site Visit Report within 15 days of award of the work
- b) Detailed Project Report within 1 month from the finalization of the water bodies to be taken-up by OUIDF.
- c) Tender Documents within 15 days from approval of the DPR (i.e. Technical Sanction by the Competent Authority).
- d) Weekly Progress Reports during the project implementation period- Describing the progress, status and critical issues of the project as per the terms of the contract to be submitted on the last day of every week of beginning of Project Management Consultancy phase.

## **9. Working Arrangements**

The Consultant will have a separate office facility from where the consultants will carry out their duties. The consultants will work alongside the ULB staff and have frequent interactions with the ULB for this project and will assist and carry out on-the-job training as a routine part of their activities.

The Client will provide suitable counterpart staff to work in the ULB and will also make available to the consultants support facilities including all relevant and available reports, documents, maps, and photographs etc. The disposition and number of counterpart staff will be determined together with the consultants at the time of contract negotiation.

The consultant will be responsible to:

- Arrange for own office space and refurbishment of office space, furniture, equipment etc. required for setting up and maintenance of its office
- Arrange for communication, data processing, computers, printing equipment and necessary stationeries
- Arrange for all transportation and travelling required for the project and;
- Arrange for any training material, printouts, etc required for services.

## **10. Payment Schedule**

The deliverable along with their respective timelines is presented in the table shown below:

**Payment for preparation of DPR and Project Management Consultancy**

S No	Deliverable	Timeline	% of Consultancy Fee payable at the milestone
1	Preliminary Site Visit Report	15 days from the award of work	
2	Draft Detailed Project Report (after incorporating OUIDF observations if any)	30 days from the approval of Preliminary Site Visit Report and Finalization of Water Bodies to be taken-up for implementation.	
3	Technical Sanction of the estimate in the DPR of the Project by Competent Authority		20%
4	Tender Documents	15 days of the approval of final DPR	
5	Issue of Work Order and Execution of Agreement to the Contractor	1.5 month from the date of approval of tender documents	10%
6	During Construction Period	60% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor  (for the purpose of clarity in Consultant's payment: If the Contractor submits bill of value X% of the total work order value. If there is an Excess deviation from the BOQ (if any) which amounts to Y% of the total work order value. then the Consultant shall receive payment worth (X-Y)% of 60% of the total work order value of the Consultant. For the purpose of calculation of Consultant Fees, any excess amount in the Contractor's bill shall be deducted.)	
7	Project Completion	After Issue of Completion Certificate by the Consultant & its approval by the ULB.	10%

The Consultancy fee is paid on the basis of Technical Sanctioned Project Cost of each water body. Payment will be made as per the progress made for each water body in a Cluster.

### **11. Completion of Services**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the ULB in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the 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/Lead Member of Consortium)

The Secretary (OUIDF)  
Odisha Urban Infrastructure Development Fund  
Odisha

Dated:

**Subject:** Selection of Consultant for preparation of DPR and Project Management Consultancy for Reclamation of Water Bodies across various cluster of ULBs in 4 Clusters in Odisha

Dear sir,

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

- Cluster No.\_\_\_\_
- Cluster No.\_\_\_\_
- Cluster No.\_\_\_\_
- Cluster No.\_\_\_\_

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 or Consortium Partner 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 Pre- Bid Clarifications & 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) per Cluster 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 authorized 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/Lead Member of Consortium) herewith enclose the Financial Proposal as Annexure XI for selection of my/our firm/ the Consortium as Consultant.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.
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 Authorized 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. Date:

The Secretary (OUIDF)  
Odisha Urban Infrastructure Development Fund  
Odisha

Dated:

Dear Sir,

**Sub:** Selection of Consultant for Preparation of DPR and Project Management Consultancy for Reclamation of Water Bodies across various ULBs in 4 Clusters in 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 Authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized Representative 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 authorized 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 /Lead Member of Consortium) do hereby constitute, nominate, appoint and authorize 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 "**Authorized 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 Selection of Consultant for preparation of DPR and Project Management Consultancy for Reclamation of Water Bodies across various ULBs in 4 Clusters in Odisha 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 ULBs 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 Authorized 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 Authorized 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.

Notarized

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.
- 3) In case of Consortium ,Authorized Signatory of each Consortium Partner should be the Signatory.

**ANNEXURE-V**

**Details of Bidder**

**(To be submitted on Letterhead of Bidder and separate sheet for each Consortium partner in case of Consortium)**

1 a) Name:

b) Date of Incorporation/Commencement:

2. Brief Description of Company including details of its main line of Business

4. List of Directors:

5. Details of Individual who will serve as the point of contact/communication to Client:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Telephone No:

f) Email Address:

g) Fax Number:

h) PAN No:

i) GST No:

6. Particular of Authorized Signatory of Bidder:

a) Name:

b) Designation:

c) Address:

d) Telephone No.:

e) Email Address:

f) Fax No:

**(Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorized Signatory)**

**ANNEXURE-VI**

**Financial Qualification of Bidder**

<b>SL No</b>	<b>Financial Year</b>	<b>Annual Turnover(Rs. Lakhs) From Consultancy Business</b>	<b>Net Worth (Rs. Lakhs) As on 31.03.2017</b>
1	2014-2015		
2	2015-2016		
3	2016-2017		

**Statutory Auditor**

**Name of Audit Firm:**

**Seal of Audit Firm:**

**Name of Partner:**

**Membership No:**

**Contact No:**

**Address:**

**Note:**

The Bidder 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 will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year. In case of Consortium, each Consortium Member shall furnish in separate sheet

**ANNEXURE VII**

**A. Eligible Project Experience of Bidder in DPR Preparation Work for Similar Projects (defined in clause 2.1.2) in last ten years**

(Following Tables shall be filled in by Bidder)

<b>S L N o</b>	<b>Name of Project</b>	<b>Completion Date</b>	<b>Eligible Assignment Name &amp; Brief Description of Deliverables /Inputs</b>	<b>Name of Client, Address &amp; Contact No</b>	<b>Approximate Contract fee Value in INRs.</b>	<b>Value of Project</b>	<b>Role of Bidder in Eligible Assignm ents</b>	<b>Whether as Lead Bidder or Minor Consorti um Partner</b>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**Name & Signature of  
Authorized 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 and completion certificates.
- Tables shall be filled in by Bidder and Separate sheet for each Consortium Partner in case of Consortium

**B. Eligible Project Experience of Bidder in Project Management Consultancy Work for Similar Projects (defined in clause 2.1.2) in last ten years**

(Following Tables shall be filled in by Bidder)

S L N o	Name of Project	Completion Date	Eligible Assignment Name & Brief Description of Deliverables /Inputs	Name of Client, Address & Contact No	Approximate Contract fee Value in INRs.	Value of Project in INRs.	Role of Bidder in Eligible Assign ments	Whether as Lead Bidder or Minor Consorti um Partner
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**Name & Signature of  
Authorized Signatory**

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder, and the bidder's 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 certificates.
- Tables shall be filled in by Bidder and Separate sheet for each Consortium Partner in case of Consortium

**C. Eligible Project Experience for preparation of DPR and Tender Documents for water supply/ sewerage/ parks/ water bodies/ river front development/ irrigation project for Central/ State Govt. Department or agency with a single project cost of at least Rs. 50 Cr. including PMC/ Construction Supervision.(Refer Clause 3.1.2)**

SL No	Name of the Project and Project cost in Rs. Cr	Completion Date	Whether Lead Member or Consortium Partner	Client Name & Address/Contact No	Preparation of DPR and Tender Documents (Completed)	Does that Project Involve Project Construction Supervision even though ongoing
1						
2						
3						
4						
5						
6						
7						
8						
9						

**Name & Signature of  
Authorized Signatory**

- For each Eligible assignment, the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder, and the bidder’s 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 certificates.
- Tables shall be filled in by Bidder and Separate sheet for each Consortium Partner in case of Consortium

Annexure-VIII: CV of Key Personnel

A.

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience as required for Key Personnel	No of Eligible Projects	Details of Eligible Projects
1	Project Manager					
2	Urban Planner/Architect					

**B.CV of Key Position**

1	Proposed Position				
2	Name of Firm				
3	Name of Staff				
4	Date of Birth				
5	Nationality				
6	Education	Degree	Institution	Year	
8	Professional Memberships				
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		
	<b>Details of projects handled (to be provided for all the eligible projects)</b>	<ul style="list-style-type: none"> <li>▪ Name of the project:</li> <li>▪ Client Name:</li> <li>▪ Client Contact No &amp; Address:</li> <li>▪ Project Duration- Start date: End Date:</li> <li>▪ Project Cost Rs. Crore:</li> <li>▪ Scope of Work of the proposed expert involved in the project:</li> <li>▪ Does the project involve Supervision Consultancy/PMC/DPR Preparation of Water Bodies Reclamation/Waterfront development</li> </ul>	

(Signature and name of the Key Personnel and authorized 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 Authorized Representative of the Bidder firm along with the seal of the firm.



**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 proposed methodology and work plan shall be described as follows:

### **1. Approach & Methodology , Work Plan & Activity 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 organisation 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. Site appreciation
- c. Proposed methodology of Consultant for undertaking the assignment
  - i. Deployment of staff and logistics
  - ii. Technical approach
  - iii. Methodological framework for survey analysis and project report preparation, tender document preparation and bid process management.
  - iv. Methodology for Project Management Consultancy services

**Work Plan**

Sr. No.	Activity	Duration in Months											
		1	2	3	4	5	6	7	8	9	.....	.....	.....
<b>Activity Subgroup</b>													
1.1	Task-1:												
1.2	Task-2:												
1.3	Task-3:												
<b>Activity Subgroup</b>													
2.1	Task -4:												
2.2	Task-5:												
2.3	Task-6:												
<b>Activity Subgroup</b>													
3.1	Task-7:												
3.2	Task-8:												
3.3	Task-9:												
3.4	Task -10:												
3.5	Task-11:												
<b>Activity Subgroup</b>													
4.1	Task-12:												
4.2	Task-13:												

**Manning schedule**

Sr. No.	Name	Position	Month wise Programme (In the form of Bar chart)												No of Months
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	....	....	.....	
<b>Key Staff</b>															
1															Subtotal (1)
2															Subtotal (2)
3															Subtotal (3)
4															Subtotal (4)
<b>Support Staff</b>															
5															Subtotal (5)
6															Subtotal (6)

**ANNEXURE XI: FINANCIAL PROPOSAL**

(On the letter head of Bidder/Lead Member of Consortium)

Selection of Consultant for Preparation of DPR and Project Management Consultancy for Reclamation of Water Bodies across various ULBs in 4 Clusters in 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>	<b>Consultancy Fees as a percentage of Technically Sanctioned Project Cost (%) In figures (rounded off to 2 decimal figure)</b>	<b>Consultancy Fees as a percentage of Technically Sanctioned Project Cost (%) In words (rounded off to 2 decimal figure)</b>
Cluster - _____		

Note:

1. The Bidder can apply for one or more clusters. Separate Financial Proposals in separate envelopes need to be provided for each cluster applied.
2. 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.
3. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except Goods & Service Tax
4. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation

Signature of authorized representative of the Bidder/ Lead Member of Consortium  
Seal of Firm

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

## ANNEXURE XII: 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 ULB 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. ULB and consultants:**

- i) Potential consultant should not be privy to information from ULB which is not available to others;
- ii) Potential consultant should not have defined the project when earlier working for ULB
- iii) Potential consultant should not have recently worked for the ULB 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 a potential 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 ULB 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 ULB. 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 ULB 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 ULB at the earliest. Officials of the ULB 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 -XIII**  
**TRIPARTITE AGREEMENT FOR CONSULTANCY SERVICES**

This Consultancy Agreement (hereinafter called the "**Contract**") is made on \_\_\_\_ day of the month of \_\_\_\_\_, 2016, by and between,

**Odisha Urban Infrastructure Development Fund**, a Trust formed and incorporated under the Indian Trusts Act, 1882 and having its registered office at 4<sup>th</sup> Floor, Zone A/2, Fortune Towers, Bhubaneswar - 751023 represented by Financial Adviser Cum Administrative Officer, OUIDF (hereinafter called "**OUIDF**" or "**Client**" which includes its successors and permitted assigns), of the First Part

and

\_\_\_\_\_ represented by their respective Municipal Commissioners/ Executive Officers\_\_\_\_\_ Municipal Corporation/ Municipality/ NAC (hereinafter called the "**ULBs**" which includes its successors and permitted assigns), of the Second 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 Third Part

Each of Client, ULBs and Consultants are individually referred to as First Party, Second Party and Third Party respectively and collectively referred to as Parties.

**WHEREAS**

- a) the ULBs are desirous of implementing Reclamation of Water Bodies Project and has sought the assistance of Client in engagement of Consultant for Preparation of DPR and Project Management Consultancy for Reclamation of Water Bodies across various cluster of ULBs in Odisha.
- b) the Client 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 Client 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:

**APPENDICES**

- a) APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP Notice No. /2017 dated \_\_\_\_\_ 2017
- b) APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
- c) APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS :-(As per clause 3.1.4.1 of RFP)
- d) APPENDIX D - ROLE OF ULBs/ CLIENT: - (As per TOR of the RFP)
- e) APPENDIX E - RFP
- f) APPENDIX F- PRE-BID MINUTES OF MEETING
- g) APPENDIX G-MODEL PERFORMANCE GUARANTEE

2. The rights and obligations of the Client, ULBs 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 Client shall make payments to the Consultants in accordance with the provisions of the Contract.
- c) the ULBs 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.

<b>For and behalf of Client</b>	
Financial Advisor-Cum-Administrative Officer, OUIDF	
<b>For and behalf of ULBs</b>	
<b>For and on behalf of Consultant</b>	
Authorised Representative	

## General Conditions of Contract

### 1. General Provisions

#### 1.1. Definitions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government of India, as they may be issued and in force from time to time;
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d. "foreign currency" means any currency other than the currency of the Government;
- e. "GC" means these General Conditions of Contract;
- f. "Government" means the Government of the Client's country;
- g. "local currency" means the currency of the Government;
- h. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract,
- i. "Party" means the Client or the ULBs or the Consultants, as the case may be, and "Parties" means all three of them;
- j. "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- k. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- l. "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- m. "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

#### 1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### 1.3. Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.4. Notices**

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

#### **1.5. Location**

The Services shall be performed at the ULBs mentioned in ToR and at any other such locations as the Client may approve.

#### **1.6. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the ULBs or the Consultants may be taken or executed by the officials specified from time to time by the parties and as mentioned in the SC.

#### **1.7. Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

### **2. Commencement, Completion, Modification, and Termination of Contract**

#### **2.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by the Parties or such other later date as may be stated in the SC (Effective Date).

#### **2.2. Commencement of Services**

The Consultants shall begin carrying out the Services seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

#### **2.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

#### **2.4. Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### **2.5. Force Majeure**

##### **2.5.1. Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3. Extension of Time

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

#### 2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.6. Termination

#### 2.6.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1:

- a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Consultants become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Sixty (60) days; or
- d. if the consultant, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- e. If the Consultant does not abide the decision of Arbitrator
- f. if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Consultants

The Consultants may terminate this Contract, by not less than Thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- a. if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Consultants that such payment is overdue; or
- b. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

Lump sum Consultancy fee up to that phase pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

**3. Obligations of the Consultants**

**3.1. General**

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

**3.2. Conflict of Interests**

3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The Consultancy Fee of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2. Consultants and Affiliates Not to Be Otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub consultant and

any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### 3.2.3. Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in the Government of India which would conflict with the activities assigned to them under this Contract; or
- b. after the termination of this Contract, such other activities as may be specified in the SC.

### 3.3. Confidentiality

The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 3.4. Insurance to Be Taken Out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.5. Consultants' Actions Requiring Client's Prior Approval

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

- a. entering into a subcontract for the performance of any part of the Services,
- b. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub consultants"), and
- c. any other action that may be specified in the SC.

### 3.6. Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.7. Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or

expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

#### **4. Consultants' Personnel**

##### **4.1. Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

##### **4.2. Removal and/or Replacement of Personnel**

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.

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

The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. Obligations of the Client**

##### **5.1. Assistance and Exemptions**

The Client shall use its best efforts to ensure that the ULBs shall provide the Consultants such assistance and exemptions as specified in the SC.

##### **5.2. Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties or any statutory law relating operation of Contract which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

##### **5.3. Services and Facilities**

The Client shall make available to the Consultants the Services and Facilities listed under Appendix D.

#### **6. Payments to the Consultants**

##### **6.1. Lump Sum Remuneration**

The Consultant's fee shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2. Contract Price**

The price payable in local currency is set forth in the SC.

**6.3. Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4., a breakdown of the lump sum price is provided in Appendix E.

**6.4. Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

**6.5. Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, No interest shall be paid to the Consultants.

**7. Settlement of Disputes**

**7.1. Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**7.2. Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.



### Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	<b>General Provisions</b>
i)	Member in-charge is “ _____ ”
1.3	The language is English
1.4	<p><b>For the Client:</b> Financial Advisor cum- Administrative Officer ,OUIDF  OUIDF Trust, Zone A/2,Fourth Floor, Fortune Towers,Bhubaneswar-751023  Phone:0674-2300396,2300397</p> <p><b>For the ULBs:</b> Municipal Commissioners/ Executive Officers of ULBs.</p> <p><b>For the Consultant:</b> _____  Address: _____  Email: _____</p>
1.6	<p>Authorised Representative of Client: Sr. Project Manager, OUIDF</p> <p>Authorized Representatives of ULBs: _____</p> <p>Authorised Representative of Consultant:</p>
2.	<b>Commencement, Completion, Modification, and Termination of Contract</b>
2.2	Effective Date: _____
2.3	Twelve Months excluding approval period from the Effective Date or on completion of the Services by the Consultants to the satisfaction of Client and the ULBs whichever is later
3.	<b>Obligations of Consultant</b>
3.1	<p>Addition to Clause 3.1 of GC</p> <p><b>Procurement Rules of Funding Agencies:</b> Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the Finance Department Government of Odisha and shall at all times exercise such responsibility in the best interest of the Client.</p>

3.2.3	<p>As per Clause 2.2 &amp; Annexure IX of RFP</p> <p>For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets</p>
3.4	The Consultant shall take adequate insurance to cover any third party liability and professional indemnity insurance
3.5 (c)	Consultant shall not subcontract the work to any agency other than technical survey work
3.7	No Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party
<b>5</b>	<b>Obligations of the Client</b>
5.1	<p><b>Addition to Clause 5.1 of GC</b></p> <p><b>Obligations of ULBs</b></p> <ul style="list-style-type: none"> <li>i. The ULB shall carry out joint survey with the Consultant to identify water bodies to be taken up for reclamation.</li> <li>ii. The ULB shall provide all documents, reports available for the water bodies and help facilitate any necessary information from any other department / agency.</li> </ul>
<b>6.</b>	<b>Payment to the Consultants</b>
6.2	Price payable exclusive of Goods & Service Tax is _____% of the Project Cost
6.4	<ul style="list-style-type: none"> <li>i. No Advance payment</li> <li>ii. Payment to Consultants shall be made as per TOR of RFP</li> <li>iii. The payments are subject to the acceptance of the reports and the documents by the concerned authority for every stage of the project.</li> <li>iv. Consultant shall submit Performance Security of Rs. 15,00,000/- (Rs. Fifteen Lakhs) per Cluster before entering into Agreement. Performance Security validity shall be for 24 months from signing of Agreement and will be</li> </ul>

	<p>released after defect liability period of Works Contractor subject to deduction if any as per terms &amp; conditions of Contract.</p> <p>v. The Non-compliance to the time schedule or any violation of the Contract by the Consultant shall entitle Client to encash the Performance Guarantee. 0.2% of Contract value as liquidated damage per day shall be deducted for delay in submission of DPR and tender documents subject to maximum of 10% of the Contract value. 0.5% of Contract value as liquidated damage per week shall be deducted for delay in completion of project during implementation period subject to maximum of 10% of the Contract value, provided such delay is attributable to the delay by the Consultant.</p>
6.5	<p>i. Payment shall be made within fifteen (15) days of receipt of the invoice and the relevant documents specified in Appendix B and after approval of proper Authority.</p>
7.	<p><b>Settlement of Disputes</b></p>
7.2	<p>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 Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>Arbitration proceedings shall be held in India at the Bhubaneswar Jurisdiction and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. 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 and shall state the reasons for the award.</p> <p>All the Terms &amp; Conditions of RFP &amp; Pre-Bid Meeting Minutes are binding to both</p>

the parties
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**APPENDICES**

- a) APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP Notice No. /2017 dated \_\_\_\_\_ 2017
- b) APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
- c) APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS :-(As per clause 3.1.4.1 of RFP)
- d) APPENDIX D - ROLE OF ULBs/ CLIENT: - (As per TOR of the RFP)
- e) APPENDIX E - RFP
- f) APPENDIX F- PRE-BID MINUTES OF MEETING
- g) APPENDIX G-MODEL PERFORMANCE GUARANTEE

**Appendix-G**  
**Model Performance Guarantee**

Address of guarantor bank:.....

.....  
.....

Address of beneficiary (Client):  
OUIDF  
Address

On \_\_\_\_\_ you concluded with (name and full address) \_\_\_\_\_("Consultant") a Contract for \_\_\_\_\_ (Project, object of the Contract) at a price of \_\_\_\_\_.

We, the undersigned \_\_\_\_\_(bank), waiving all objections and defenses under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand an amount up to a total of \_\_\_\_\_ (in words \_\_\_\_\_.) against your written declaration that the Consultant has failed to perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to Secretary, OUIDF, Account No \_\_\_\_\_ for account of (Client). This guarantee shall expire not later than \_\_\_\_\_ by which date we must have received any claims by letter or coded telecommunication.

It is understood that you will return this guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

.....  
Place, date

.....  
Guarantor

**Annexure XIV**  
**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 of .....and 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".

- A. WHEREAS, OUIDF has invited Request for Proposal (RFP) from Consultancy Firm vide its document no. .... for selection of Consultant for Preparation of DPR and Project Management Consultancy for reclamation of Water Bodies across Various ULBs in 4 Clusters in Odisha.
- B. AND WHEREAS as per the RFP document, Consortium applications will also be considered by OUIDF subject to a maximum of two Consortium members.
- C. 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 Members 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 Lead Member 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: