



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

RFP NOTICE No. 01/2016 Dated 14/12/2016
OUIDF-149/2016

REVISED REQUEST FOR PROPOSAL (RFP)

For Appointment of Design Agency for Branding of OUIDF



Letter of Invitation (LoI)

1. Sealed Tenders are invited by Secretary, OUIDF & Ex Officio Special Secretary to H&UD Dept., Govt. Of Odisha for Appointment of Design Agency for Branding of OUIDF from reputed Design Agencies.
2. The Bidders shall submit their proposals latest by 20/03/2017 up to 4.00 P.M.
3. The Technical Proposal shall be opened on 21/03/2017 at 11:00 A.M in the presence of representatives of Bidders at office of The Odisha Urban Infrastructure Development Fund.
4. The Bid Security for which Design Agency is to be engaged is given below.

NIT No	Name & Details of Work	Bid Security
001	Appointment of Design Agency for Branding of OUIDF	Rs. 25,000/-

5. Interested Bidders may obtain further information by writing/email from the office of:

*The Secretary, OUIDF & Ex Officio Special Secretary to H&UD Dept.
Odisha Urban Infrastructure Development Fund,
4th Floor, Zone A/2, Fortune Towers
Chandrasekharpur
Bhubaneswar-751023, Odisha
Email: ouidf.hudd@gmail.com*

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*Secretary, OUIDF
& Ex-Officio Special Secretary to H&UD Dept*

1. Introduction

1.1 Background of Project:

OUIDF is a dedicated urban infrastructure fund of Housing & Urban Development Department formed in the year 2012. OUIDF since its launch has been funding urban infrastructure projects in diverse sectors across various category of Borrowers - ULBs, Development Authorities, Government Agencies and Private Sector. The fund is exclusively meant for financing urban infrastructure projects with positive environmental impact.

1.2 Objective:

The main objective of the assignment is to design and develop a common and comprehensive brand identity of OUIDF funded projects by adopting a creative theme in order to have a distinct and unique identity for these projects along with attainment of the intended objectives of such projects.

1.3 Request for Proposal: OUIDF invites Proposals (the "Proposals") for Appointment of Design Agency for Branding of OUIDF.

1.4 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 PDD ("Proposal Due Date").

1.5 Brief description of the Selection Process: 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.

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

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

Sr.No.	Event Description	Date & Time
1	Last date of sale of documents	20/03/2017 at 4:00 PM
2	Proposal Due date(PDD)	20/03/2017 at 4:00 PM
3	Date of Technical Opening	21/03/2017 at 11:00 AM
4	Letter of award(LOA)	Within 30 days of PDD
5	Signing of Agreement	Within 45 days of PDD
6	Validity of Application	180 days from Proposal Due Date

1.8 Pre-Proposal Conference/Pre-bid meeting: Deleted

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 Bidder is allowed to form a Consortium of a maximum of 2 (two) Partners. The Bidder shall fulfill the following:

a) The Bidder/ each Member of Consortium shall have experience in exterior designing /creative elements for branding of any Urban Infrastructure Project e.g. Water Body Repair, Renovation & Restoration; Market Complexes & Malls; Slaughter House /Abattoirs; River Front Development, Lake Front Development Projects etc.; Tourism Ventures / Theme Park / Recreational facility/ Zoos / Water Sports Projects for at least 1 project in the last 3 years. Each member shall have completed the project as on the date of submission.

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

b) The Bidder/ Each Consortium Member shall have a minimum experience of 5 years as a Design Agency.

c) Bidder / Consortium shall have an average annual Turnover of at least Rs. 1 crore in last three years. In case of Consortium, average annual Turnover of all the Consortium Partners shall aggregate to at least Rs. 1 crore in last 3 (three) years. Each Consortium Partner / Bidder shall have positive Net Worth as on 31st March 2016. The Bidder 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) Bidder/Consortium Member should not be blacklisted by any Central/ State Govt. or Public Sector Undertaking / Listed company.

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

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 XIII.

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

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

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

2.6 Right to reject any or all Bids

- 2.6.1 Notwithstanding anything contained in this RFP, OUIDF reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.6.2 Without prejudice to the generality of Clause 2.6.1, OUIDF reserves the right to reject any Proposal if :a) At any time, a material misrepresentation is made or uncovered, or b) The Bidder does not provide, within the time specified by OUIDF, the supplemental information sought by OUIDF for evaluation of the Proposal.
- 2.6.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then OUIDF reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of OUIDF, including annulment of the Selection Process.

B. Documents

2.7 Contents of the RFP

2.7.1 This RFP comprises the contents as listed below and will additionally include any Addendum / Amendment 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
- Annexure VIII: Key Personnel Detail

- Annexure IX: Legally binding signed declaration of undertaking
- Annexure X: Salient Aspect of Technical Proposal
- Annexure XI: Consortium Agreement
- Annexure XII: Financial Proposal
- Annexure XIII: Guidance note on Conflict of Interest
- Annexure XIV: Consulting Services Contract

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may send their queries to OUIDF in writing/through e-mail before the date of pre bid meeting. The emails shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP for selection Design Agency for Branding of OUIDF ". OUIDF shall endeavor to respond to the queries during 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. The Pre-bid Meeting Minutes shall form an integral part of the Contract.

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.
- 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. Addendum/ Amendments if any issued shall form an integral part of the Contract.

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 Bid

- 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". The Bidder/Lead Member of

Consortium shall sign and seal each page of RFP/Addendum/Pre Bid Clarification if any and submit along with the Technical Proposal. In the event of any discrepancy between the original and its copy, 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 authorised 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 signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- a) By Proprietor, in case of a Proprietorship firm.
- b) By a partner / Agency Head / Design Director, in case of a partnership firm and/or a limited liability partnership;
- c) By a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation;
- d) By the Authorised Representative of Bidder / 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 notarised by a Notary Public in the form as specified in Annexure IV shall accompany the Proposal.

2.11.4 Except as specifically provided in this RFP, no supplementary material will be entertained by OUIDF, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, OUIDF reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

2.12 Technical Proposal

2.12.1 Bidders shall submit the technical proposal in the formats from Annexure II to Annexure XI (the "Technical Proposal").

2.12.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) All forms are submitted in the prescribed formats and signed by the authorised signatories;
- c) Power of Attorney, is executed as per Applicable Laws;
- d) Duly executed Consortium Agreement is submitted in case of Consortium
- e) All the Annexures are filled and signed by Authorised Signatory along with all supporting documents as per Minimum Eligibility Criteria clause 2.1.1 ,2.1.2 & 3.1

- f) CVs of the Key Personnel who shall be deployed for the assignment and who must meet the requirements specified below:

Sr. No.	Position	Tasks Assigned	No of Man months	Qualification & Experience
1	Design Director (One No.)	<ul style="list-style-type: none"> ▪ Responsible for implementation of the work in accordance with the TOR (Terms of Reference). 	5	<p>The Design Director shall be a graduate in Civil Engineering/ Architecture Preference shall be given for certification/post graduation in Planning/ Interior Designing/ Exterior Design or equivalent.</p> <p>Design Director shall have at least 10 years of experience.</p> <p>Design Director shall have worked on at least 2 (two) assignments involving designing of creative elements for branding of any Urban Infrastructure Project e.g. Water Body Repair, Renovation & Restoration; Market Complexes & Malls; Slaughter House /Abattoirs; River Front Development, Lake Front Development Projects etc.; Tourism Ventures / Theme Park / Recreational facility/ Zoos / Water Sports Projects.</p>
2	Design Consultant (One No.)	<ul style="list-style-type: none"> (i) Assist Design Director in Branding & Designing to oversee the aesthetic aspects of the project. (ii) Assist Design Director to carry out complete supervision of the implementation of the Branding concepts by the Contractor in 3 (three) Projects as intimated by Client as per TOR. 	5 Months	Graduate in any field with at least 5 years of relevant work experience.

It may be noted that the Key Personnel proposed for the Project shall be available for the entire duration of the Project. Replacement of the Key Personnel during the period of the

assignment should be with same or higher qualification with due approval of the Authority.

- g) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished as per the format at Annexure VIII;
- h) Key Personnel would be available for the period indicated in the ToR;
- i) No Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and
- j) The proposal is responsive in terms of Clause 2.19.3.

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

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

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

2.12.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency 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 Agency, as the case may be.

2.12.7 In such an event, OUIDF shall have the right to forfeit and appropriate the Bid Security/Performance Security without prejudice to any other right or remedy that may be available to OUIDF.

2.13 Financial Proposal

2.13.1 Bidders shall submit Financial Proposal as per the format given in Annexure XII in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.13.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal.

- b. The Financial Proposal shall take into account all expenses and tax liabilities except Service Tax.
- c. Costs shall be expressed in INR.

2.14 Submission of Proposal

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

2.15 Proposal Due Date

- 2.15.1 Proposal should be submitted on or before 04:00 PM on the PDD specified at Clause 1.7 at the address provided in LOI Point no. 5 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. 25,000/- (Rupees Twenty Five Thousand only) in the form of a Demand Draft issued by Nationalised/ Scheduled Banks in India in favor of the "**The Secretary, OUIDF**" payable at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from PDD except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180 (one hundred and eighty) days from the PDD.

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

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 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

D. Evaluation Process

2.19 Evaluation of Proposals

2.19.1 OUIDF shall open the Proposals on the PDD, at the place and time specified in LOI Point no. 5 and in the presence of the Bidders who choose to attend. The envelopes marked

"Technical Proposal" shall be opened first. The envelopes marked **"Financial Proposal"** shall be kept sealed for opening at a later stage.

- 2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.19.3 Prior to evaluation of Proposals, OUIDF will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) The Technical Proposal is received in the format from Annexure II to Annexure XI
 - 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 is accompanied by duly executed Consortium Agreement as per format provided in the RFP
 - f) It contains all the information (complete in all respects) as requested in the RFP;
 - g) It does not contain any condition or qualification; and
 - h) It is not non-responsive in terms hereof.
- 2.19.4 OUIDF reserves the right to reject any Proposal which is non responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OUIDF in respect of such Proposals.
- 2.19.5 OUIDF shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Section 1 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 Services 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 advisor 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. All Pre-bid clarifications provided by OUIDF shall be binding on all Bidders.

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 Agency

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 Agency 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 Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by OUIDF to the Selected Bidder and the Selected Bidder 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 Bidder is not received by OUIDF 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 1.7 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, each Partner of Consortium shall sign and execute the Agreement with OUIDF and shall jointly and severally responsible to the OUIDF for performance of Contract. The Selected Bidder will not be entitled to seek any deviation in the Agreement.

2.26 Commencement of assignment

The selected Bidder shall commence the Services within 15 (Fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the selected Bidder fails to either sign the Agreement as specified in Clause 2.25 or commence the assignment as specified herein, OUIDF may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security/Performance Security of the first-ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

2.27 Proprietary data

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage Technical Proposal (Annexure II to XI) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1 and clause no. 2.1.2(a) to 2.1.2(d). 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	Bidder experience in designing of creative elements for branding of any Urban Infrastructure Project e.g. Water Body Repair, Renovation & Restoration; Market Complexes & Malls; Slaughter House /Abattoirs; River Front Development, Lake Front Development Projects etc.;	40

Sr. No.	Position/Criteria	Marks
	Tourism Ventures / Theme Park / Recreational facility/ Zoos / Water Sports of each Project of Consultancy Value of Rs. 2 lakh (10 marks per assignment subject to a maximum of 40 marks)	
2	Key Personnel (as detailed in Clause 3.1.4)	20
3	Presentation on Approach & Methodology - a. Understanding of the Scope of Work(10 marks) b. Proposed Methodology of Agency for undertaking the assignment(10 marks) c. Innovative Ideas and Suggestions Presented (10 marks). d. *Presentation on similar work done (10 marks)	40
	Total	100

*The Design Director 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 Design Director. Any other representative of the Bidder shall not be permitted to make the presentation.

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

SL No	Position	Maximum Marks
1	Design Director	15
2	Design Consultant	5
	Total	20

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

Position	Eligibility in Terms of Experience	No. of Eligible Projects	Total Marks
Design Director	Minimum Qualification - Graduate in Civil Engineering/ Architecture - 3 marks Additional Qualification - Post Graduation/ tification in	Minimum projects - 2 - 2 marks Additional projects - 1 mark per project subject to maximum of 3 marks	15 Marks

	Planning/ Interior Design/ Exterior Design - Additional 2 marks Minimum Experience - 10 years - 5 Marks	additional	
Design Consultant	Minimum Experience - 5 Years - 2.5 Marks	Minimum no. of projects - 2 Projects - 2.5 Marks	5 Marks

Note: - Person having qualification and experience less than the Minimum prescribed Qualification, years of experience and project experience in the RFP will be marked as nil. The above two experts mentioned shall be in the payroll of the Bidder. Bid will be rejected if the Key Personnel do not have minimum Qualification, year of experience and project experience as defined in Clause No.3.1.4

- **Eligible Project:** Designing of creative elements for branding of any Urban Infrastructure Project e.g. Water Body Repair, Renovation & Restoration; Market Complexes & Malls; Slaughter House /Abattoirs; River Front Development, Lake Front Development Projects etc.; Tourism Ventures / Theme Park / Recreational facility/ Zoos / Water Sports Projects.

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

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

FM = Lowest financial Proposal Amount

F = Amount of other Financial Proposal

3.4 Combined Evaluation of Proposal

- 3.4.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.7 (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 Bidder's 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. The Selected Bidder shall be the first ranked bidder (having the highest combined score). The second ranked bidder shall be kept in reserve and may be invited for as and when required.

4 FRAUD AND CORRUPT PRACTICES

- 4.1** The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, OUIDF shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.
- 4.2** Without prejudice to the rights of OUIDF under Clause 4.1 here in above and the rights and remedies which OUIDF may have under the shortlisting process, if an Bidder is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice ,undesirable practice or restrictive practice during the Selection Process, or after the shortlisting process, such Bidder shall not be eligible to participate in any tender issued by OUIDF during a period of 3 (three) years from such date.
- 4.3** For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:

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

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

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

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

5 PRE-PROPOSAL CONFERENCE

5.1 Deleted.

5.2 Deleted.

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 Prequalified Bidder.

6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases OUIDF, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligation here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 OUIDF reserves the right to make inquiries with any of the clients listed by the Bidder in their previous experience record.

ANNEXURE I: TERMS OF REFERENCE

OUIDF is a dedicated urban infrastructure fund of Housing & Urban Development Department of Government of Odisha, formed in the year 2012. OUIDF since its launch has been funding urban infrastructure projects in diverse sectors across various category of Borrowers - ULBs, Development Authorities, Government Agencies and private sector. The fund is exclusively meant for financing urban infrastructure projects with positive environmental impact.

To extend the reach of the OUIDF brand across various stakeholders, to create a distinction between OUIDF funded projects from the rest it is proposed to evolve a Brand Strategy and Brand Identity for OUIDF funded projects.

Objective	To design and develop a common and comprehensive brand identity of OUIDF-funded Projects by adopting a creative theme in order to have a distinct and unique identity for these projects along with attainment of the intended objectives of such projects.
Creative challenge	To establish a unique and strong brand identity that leads to brand awareness and differentiates OUIDF-funded Projects from others.
Target Group: Who are we talking to?	<ul style="list-style-type: none"> ▪ General public who are beneficiaries of the infrastructure projects (direct beneficiaries are people who depend on the ponds for bathing, water supply to households, solid waste management that provides a clean environment) ▪ Urban Local Bodies ▪ Development Authorities ▪ Other Statutory Bodies of GoO ▪ Individual entrepreneur in the field of urban infrastructure. ▪ Major infrastructure companies of repute operating in Odisha and elsewhere.
Insight	<ul style="list-style-type: none"> ▪ To support the Urban Local Bodies, Development Authorities etc. in undertaking Projects that are self-sustainable. ▪ To improve the quality of life with a better and cleaner environment. ▪ To emerge as the lead funding agency for financing Urban Infrastructure Projects in the State of Odisha.
Agency scope of work	<p>I. To understand OUIDF and the broad spectrum of projects undertaken by it: covering the following 8 (eight) Sectors:</p> <ol style="list-style-type: none"> a. Water Supply b. Sewerage c. Solid Waste Management d. Market complex e. Vending zone f. Wet market g. Abattoir h. Water Bodies <p>II. (i) Design Branding Concept to develop a common and comprehensive brand identity for OUIDF assisted Projects for each of the Sectors (1) to (8) mentioned in I above, adopting a</p>

	<p>creative theme, including but not restricted to, colour codes and design that integrate well with the existing logo, design signages, display etc.</p> <p>(ii). The Agency shall develop creative and uniform sector-specific themes conveying the vision of OUIDF with congruent to the Project objectives in that Sector. The concepts may vary for each Sector. Agency shall provide multiple options for approval by client</p> <p>III. Identify branding mediums on-ground for each 8 project categories/ sectors for the purpose of branding of OUIDF. Some examples of components in an infrastructure project are</p> <ol style="list-style-type: none"> a. Display boards b. Floor-tiles c. Furniture d. Lighting e. Signage Boards f. Pathways g. Entrances h. Dust bins etc <p>The above list is illustrative and the Bidder may propose other branding medium. However the medium should not alter or modify any structural component of the Project.</p> <p>IV. Designing, development and presentation of the required creatives on the respective themes/subjects in English, Hindi & Odiya in consultation with OUIDF and the respective Project proponent.</p> <p>V. Provide specifications of the proposed branding concept (including all brand mediums) as per OPWD / CPWD specifications or market specifications for non-schedule items with Samples (if applicable) along with unit rates, for all the 8 sectors mentioned in Point I above, in consultation with OUIDF and Project proponents. The Agency shall also provide list of Vendors for the proposed material and items.</p> <p>VI. Prepare Implementation Plan (with drawings), Specifications & BOQ including Detailed Costing as per OPWD/Odisha Schedule of Rates or Market rates with Quotations for implementation of the branding concepts in 1 Project each for the below mentioned sectors at locations to be specified.</p> <ol style="list-style-type: none"> a. Modern Abattoir b. Repair, Renovation & Restoration of Water bodies c. Wet Market <p>VII. Provide supervision for implementation of branding concepts till completion for the 3 projects mentioned in VI above. The Design Agency shall commence the supervision after approval of branding concept and intimation of the same by the Client.</p> <p>Supervision of the implementation of the branding concepts</p>
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	shall be the total responsibility of the Agency in the identified Projects at various locations
Mandatories	<ul style="list-style-type: none"> ▪ It should reflect the culture, tradition and values of Odisha. ▪ It should be a reflection of the best practices in urban infrastructure space/ development.
Format submission deliverables for of	<p>1. Soft copy</p> <p>(i) All relevant Diagrams, 3D Models and Images shall be submitted in CD/DVD in soft format, e.g., 3D DWF (*.dwf), 3D DWFX (*.dwx), Block (*.dwg), Photoshop (.psd),.tiff / .bmp / .jpeg and/or other compatible formats, of appropriate scale , size and resolution, as applicable and as required by Client. Wherever instructed by Client, the above shall be submitted in suitably layered-PDF format also.</p> <p>(ii) BOQ and specifications etc. shall be submitted in .docx and .xlsx format as applicable</p> <p>2. Hard copy</p> <p>3 (three) nos. of hard copies (print) shall be submitted for Approval as per the size and format specified below:</p> <p>(i) For Reports content with textual matter and numerical figures, in A4 / A3 size as appropriate</p> <p>(ii) For Diagrams, Models and Images, prints should be in Colour of appropriate size and scale such that all details are clearly visible</p>

Deliverables, Timeline & Payment Milestones

S. No.	Sets of Deliverables	Timeline	Payment of Fees
I	Design and development of Branding Concept using colour codes, and sector-specific themes that integrate with the existing logo, design, signages, display etc. for OUIDF Projects in all 8 (eight) Sectors as enumerated and defined in Point 1 of Agency Scope of Work and congruent with the Project objective	2 (two) months from award of Contract	Payment to Agency shall be made on pro rata basis on approval of the deliverable, sector-wise, by the Client or any Competent Authority nominated by Client The Payment will be made proportionate to the number of Projects approved.
II	Preparation of material specifications, cost estimates (BOQ) as per OPWD / Odisha Schedule of Rates or Market rates with quotation and vendor identification for Branding concepts for Projects in all	1 (one) month from approval of sector-wise Deliverables as in S. No. I above	Payment to Agency shall be made on pro rata basis on approval of the deliverable, sector-wise (only for the Sectors whose deliverable as in S. no. I above has been approved) by the Client or any Competent Authority nominated

	8 (eight) Sectors as enumerated and defined in Point I of Agency Scope of Work		by Client.
III	Prepare Project specific Implementation Plan (with drawings), Specifications, BOQ as per OPWD / Odisha Schedule of Rates or Market rates, for the branding concepts and themes and providing Supervision for implementation of the branding concepts by the Contractor in 3 (three) Projects completely as defined in Point VI and Point VII of Agency Scope.	5 (five) months from date of communication by Client for commencement of work relating to the deliverable	Payment to Agency shall be made on approval of the deliverable, Project-wise, by the Client or by the Competent Authority

Multiple iterations of concepts, themes, designs are required to be submitted by the Design Agency till the final approval by the Client.

The payments are subject to the acceptance of the deliverables by Client for every stage of the Project. The Agency has to submit Bank Guarantee of 10% of Contract value from any Scheduled Commercial Bank in India in favour of Client as specified in Appendix-H which is to be valid for up to one year from date of signing of the Agreement and to be renewable on instruction from Client till completion of Deliverables. Performance Guarantee (10% of Contract Value) will be released after completion of the assignment to the satisfaction of the Client

ANNEXURE II: COVER LETTER

(On the letter head of Bidder)

Dated:

The Secretary, OUIDF
4th Floor, Zone A/2, Fortune Towers,
Chandrasekharapur
Bhubaneswar-23, Odisha

Subject: Appointment of Design Agency for Branding OUIDF

Dear Sir,

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

1. The technical and financial proposals are unconditional and unqualified.
2. All information provided in the proposal and in the Appendices are 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 Agency 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 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 Agency, 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 Services 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 Agency or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The Bid Security of Rs.25,000/- (Rupees Twenty Five Thousand) in the form of Demand Draft, in accordance with the RFP document.
16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the

Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

17. We agree to keep this offer valid for 180 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favor of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix 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 Work.
20. We, _____ (Bidder's name/Lead Bidder of Consortium Name) herewith enclose the Financial Proposal as per Annexure XII for selection of my/our firm /the Consortium as Agency.
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 Authorised signatory of Bidder/Lead Bidder of Consortium)

(Name and stamp of Bidder)

ANNEXURE III: STATEMENT OF LEGAL CAPACITY

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

Ref.

Date:

The Secretary, OUIDF
4th Floor, Zone A/2, Fortune Towers,
Chandrasekharapur
Bhubaneswar-23, Odisha

Dear Sir,

Sub: Appointment of Design Agency for Branding OUIDF

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of. Bidder/Lead Member of Consortium..

ANNEXURE IV: POWER OF ATTORNEY

(In Non Judicial Stamp Paper)

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS.....DAY OF, 2017

For

(Signature, name, designation and address)

(In case of Consortium ,Authorised Signatory of each Consortium Partner should be the Signatory)

Witnesses:

1.

2.

Notarised

Accepted

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

Notes:

1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is

so required the same should be under common stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.

2) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE-V

Details of Bidder

(To be submitted on Letterhead of Bidder 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

3. Shareholding of the Bidder

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:

6. Particular of Authorised Signatory of Bidder:

a) Name:

b) Designation:

c) Address:

d) Telephone No.:

e) Email Address:

f) Fax No:

Signature & Seal of Bidder/Lead Member of Consortium

ANNEXURE-VI

Financial Qualification of Bidder

(In case of Consortium, each Consortium Member shall furnish in separate sheet)

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

Statutory Auditor

Name of Audit Firm:

Seal of Audit Firm:

Name of Partner:

Membership No:

Contact No:

Address:

Note:

The Bidder shall attach copies of the Balance Sheets, Financial Statements certified by Chartered Accountant in Practice with his Membership No. & Firm 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.

ANNEXURE VII**Eligible Project Experience of Bidder**

(Following Tables shall be filled in by Bidder and Separate sheet for each Consortium Partner in case of Consortium)

SL No	Name of Project	Status (Ongoing/ Completed)	Eligible Assignment Name & Brief Description of Deliverables/Inputs	Name of Client, Address & Contact No	Approximate Contract Value in Rs.	Role of Bidder in Eligible Assignments
1						
2						
3						
4						
5						
6						
7						

**Signature & Seal of
Authorized Signatory of
Bidder/Lead Member of
Consortium**

- 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.

ANNEXURE-VIII: CV OF KEY PERSONNEL

A.

SL No	Position	Name of the Expert	Qualification	Year of Experience	No of Eligible Projects Completed	Details of Eligible Projects
1	Design Director					
2	Design Consultant					

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	
7	Professional Memberships				
8	Other Training & Publications				
9	Countries of Work Experiences				
10	Language	Speak	Write	Read	
11	Employment Record	From :		Position Held	
		To:			
	Employer Name & Address with Contact No				
	Detail task assigned as per TOR				

	Details of Projects Handled(to be provided for all the eligible projects)	<ul style="list-style-type: none">• Project Duration-Start Date: End Date:• Client:• Name of Project:• Brief Description of Project:• Scope of Work of the proposed expert involved in the project
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(Signature and name of the Key Personnel and Signature & Seal of Authorized Signatory of Bidder/Lead Member of Consortium)

Notes:

- Use separate form for each Key Personnel
- CV shall be signed and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.

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 & Seal of
Authorized Signatory of
Bidder/Lead Member of
Consortium**

*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

ANNEXURE X: SALIENT ASPECT OF TECHNICAL PROPOSAL

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

1. Clarity on Completeness of Bids

The bid for services must take full account, in content and form, the terms of reference and the conditions of the bid for services in the request for proposal. All the components of the bid for services that are required must be presented. The bid must include sample documents of eligible assignments mentioned in the bid in addition to the letter of award or completion certificate of assignments undertaken. If there are minor omissions in relation to the terms of reference, points will be deducted. Omissions that considerably restrict comparison with other bids can cause the bidder to be excluded.

2. Approach & Methodology

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. Proposed methodology of Agency for undertaking the assignment
 - i. Deployment of staff and logistics
 - ii. Methodological framework for Designing of Creatives
 - iii. Supervision of work

**Signature & Seal of
Authorized Signatory of
Bidder/Lead Member of
Consortium**

**ANNEXURE XI
CONSORTIUM AGREEMENT**

(In Non-Judicial Stamp Paper)

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

And

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

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

WHEREAS, OUIDF has invited Request for Proposal (RFP) from Design Agency vide its document no. for Branding of OUIDF in the state of Odisha

AND WHEREAS as per the RFP document, Consortium applications will also be considered by the OUIDF subject to a maximum of two Consortium members.

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

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

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

ANNEXURE XII: FINANCIAL PROPOSAL
(On the letter head of Bidder /)
Appointment of Design Agency for Branding of OUIDF

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:

Assign ment part	<i>Particulars</i>	Consultancy Fees (Rs.) In figures	Consultancy Fees (Rs.) in Words
A.	Consultancy Fee (Lump Sum) for Design and development of Branding Concept using colour codes, and sector-specific themes that integrate with the existing logo, design, signages, display etc. for OUIDF Projects in all 8 (eight) Sectors as enumerated and defined in Point 1 of Agency Scope of Work and congruent with the Project objective		
B.	Consultancy Fee (Lump Sum) for Preparation of material specifications, cost estimates (BOQ) as per OPWD / Odisha Schedule of Rates or Market rates with quotation and vendor identification for Branding concepts for Projects in all 8 (eight) Sectors as enumerated and defined in Point I of Agency Scope of Work		
C.	Consultancy Fee (Lump Sum) to Prepare Project specific Implementation Plan, Specifications, BOQ as per OPWD / Odisha Schedule of Rates or Market rates, for the branding concepts and themes <u>and</u> Supervision of implementation of the branding concepts by the Contractor in 3 (three) Projects, individually and separately as below:*		
	Project 1 – Modern Abattoir Rs.		
	Project 2 – Repair, Renovation & Restoration of Water Bodies Rs.		
	Project 3– Wet Markets Rs.		
	Sub-total (C)		
D	Total Consultancy Fee (A+B+C)		
E	Service Tax (as applicable) @___%		
	Grand Total (D+E)		

* The Agency is required to provide only intermittent inputs at Site on a periodic basis and not on full time or continuous basis for Supervision of implementation of the Branding concepts by the Contractor of the Project proponent in the 3 (three) Projects.

**Signature & Seal of
Authorized Signatory of**

Bidder/Lead Member of Consortium

Note:

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

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

Break up of Cost Estimates**Cost Estimation of Services****I. Remuneration of Staff**

Staff	Name	Man month rate (Rs.)	Working days (month)	Total cost (Rs.)
Design Director				
Design Consultant				
Other staff proposed for the Assignment				
Subtotal Staff				

II. Direct expenses

Expenses	Rs.
Printing and stationery	
Other expenses (please specify)	
Sub-total (Direct Expenses)	

III. Out-of-Pocket Expenses

Expenses	Rs.
Room rent	
Air fare	
Other Travel and Local conveyance expenses	
Lump sum Miscellaneous Expenses	
Sub-total (Out-of-Pocket Expenses)	

(All Break-up of expenses are indicative only to arrive the Total Consultancy Fee)

ANNEXURE XIII: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.2 of the RFP and shall be read together therewith in dealing with specific cases.
2. Agencies/ 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 Agencies/ consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the OUIDF and a Agencies/ consultants or between Agency / consultant and present or future contractors.

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

a. OUIDF and Agencies / consultants:

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

b. Agencies /consultants and contractors:

- i) No Agency / 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 Agencies/ consultants should be involved in owning or operating entities resulting from the project; or
 - iii) No Agencies/ consultants should bid for works arising from the project.
 - iv) The participation of companies that may be involved as investors or consumers and officials of the OUIDF who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Agencies/ consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the OUIDF. All conflicts must be declared as and when the Agencies/ 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 Agencies/ 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 Agencies/ consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the OUIDF but which will generate further work for the Agencies/ consultants. Some contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Agencies/ consultants to extend the length of their assignment.
7. Every project contains potential conflicts of interest. The Agencies/ consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the OUIDF at the earliest. Officials of the OUIDF involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

**Signature & Seal of
Authorized Signatory of
Bidder/Lead Member of
Consortium**

(ANNEXURE XIV)
AGREEMENT FOR CONSULTANCY SERVICES BY AGENCY

This Agreement for Consultancy Services by Design Agency for Branding of OUIDF (hereinafter called the "**Contract**") is made on day of the month of, 2017, **by and between**

Odisha Urban Infrastructure Development Fund, (OUIDF) a Trust fully owned by the Housing & Urban Development Department (H&UDD), Govt. of Odisha registered under the Indian Trust Act, 1882 and having its Registered Office at Zone-A/2, 4th Floor, Fortune Tower, Bhubaneswar-751023 represented by its **Secretary**, (hereinafter called "**OUIDF**" or "**Client**"), which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns, of the **FIRST PART**.

And

_____ incorporated under Indian Partnership Act, Companies Act 1956/2013 and having its registered office at _____, **India** and represented by its Authorised Representative _____ (hereinafter called the "**Design Agency**"), which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns, of the **SECOND PART**

Each of Client and Agency are individually referred to as "First Party" and "Second Party" respectively and collectively referred to as "Parties".

WHEREAS

- a) the Client has requested the Agency to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b) the Agency, 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.01/2016 dated 14.12.2016(Revised)
 - b) APPENDIX B – DELIVERABLES , MILESTONE & PAYMENT SCHEDULE :- (As per TOR of the Revised RFP)
 - c) APPENDIX C – KEY PERSONNEL AND SUB-AGENT(S) :-(As per clause 3.1.4 of Revised RFP)
 - d) APPENDIX D – ROLE OF CLIENT: - (As per TOR of the Revised RFP)
 - e) APPENDIX E – BREAKDOWN OF LUMP SUM PRICES
 - f) APPENDIX F – MINUTES OF PRE-BID MEETING AND / OR CORRIGENDUM / ADDENDUM ISSUED IF ANY
 - g) APPENDIX G- REVISED RFP , LOA & CONSULTANT’S BID
 - h) APPENDIX H-MODEL PERFORMANCE GUARANTEE
2. The rights and obligations of the Client, and the Agency shall be as set forth in the Contract, in particular:
- a) The Agency shall carry out the Consultancy Services in accordance with the provisions of the Contract; and
 - b) the Client shall make payments to the Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and behalf of Client	
Financial Advisor-cum-Administrative Officer, OUIDF,	Name: Shri Ram Chandra Kar
For and on behalf of Design Agency	Name:
Authorised Representative	Name:
Signature & Seal of Authorized Signatory of Bidder/Lead Member of Consortium	

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 Agency consist of a consortium or 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 Agency's rights and obligations towards the Client under this Contract,
- i. "Party" means the Client or the Agency, as the case may be, and "Parties" means both of them;
- j. "Personnel" means persons hired by the Agency or by any Sub-agency 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 Agency pursuant to this Contract, as described in Appendix A; and
- m. "Sub-agency" means any entity to which the Agency sub-contracts 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 authorised 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 such locations as the Client may approve.

1.6. Authorised 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 Agency 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 Agency, Sub-agency, 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 Agency 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 Agency 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 Agency, 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 Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Agency becomes insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than Sixty (60) days; or
- d. if the Agency, 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 bidders (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 Client, in its sole discretion, decides to terminate this Contract.
- f. If the Agency does not agree the final decision of Arbitration

2.6.2 By the Agency

The Agency 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 Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 within Sixty (60) days after receiving written notice from the Agency that such payment is overdue; or
- b. if, as the result of Force Majeure, the Agency is 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 Agency:

Lump sum Professional fees up to that phase / deliverable pursuant to Clause 6 for Services satisfactorily performed and duly approved by Client, prior to the effective date of termination;

3 Obligations of the Agency

3.1 General

The Agency 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 Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub agency or third parties.

3.2 Conflict of Interests

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

The Professional Fees of the Agency pursuant to Clause 6 shall constitute the Agency's sole remuneration in connection with this Contract or the Services, and the Agency shall not accept for its 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 Agency shall use its best efforts to ensure that the Personnel, any Sub-agency, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Agency and Affiliates Not to Be Otherwise Interested in Project

The Agency agrees that, during the term of this Contract and after its termination, the Agency and its affiliates, as well as any Sub-agency and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the contracted 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 Agency nor their Sub-agent(s) 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 Agency, their Sub-agent(s), 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 Agency

The Agency (a) shall take out and maintain, and shall cause any Sub-agent(s) to take out and maintain, at their [or the Sub-agent(s)', 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 Agency's Actions Requiring Client's Prior Approval

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

- a. entering into a sub-contract 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-agent(s)"], and
- c. any other action that may be specified in the SC.

3.6 Reporting Obligations

The Agency 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 Agency to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Agency in accordance with Clause 3.6 shall become and remain the property of the Client, and the Agency 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 Agency 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 Agency's 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 Agency's Key Personnel are described in Appendix C. The Key Personnel and Sub-agent(s) 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 Agency, it becomes necessary to replace any of the Key Personnel, the Agency 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 Agency 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 Agency 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 Stakeholders shall provide the Agency 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 which increases or decreases the cost of the services rendered by the Agency, then the remuneration and reimbursable expenses otherwise payable to the Agency 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 as the case may be.

5.3 Services and Facilities

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

6 Payments to the Agency

6.1 Lump Sum Remuneration

The Agency's fee shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-agent(s) costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Agency 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 Agency 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 Agency 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 Agency has 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, interest shall be paid to the Agency for each day of delay at the rate stated in the SC.

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. General Provisions	
i)	Member in-charge is “.”
1.3	The language is English
1.4	<p>For the Client:</p> <p>Financial Advisor Cum Administrative Officer, OUIDF, Housing and Urban Development Department, Govt of Odisha</p> <p>4th Floor, Zone A/2, Fortune Towers, Chandrasekharpur, Bhubaneswar, Odisha-751023</p> <p>Phone: 0674-2300396/397</p> <p>Email: ouidf.hudd@gmail.com</p> <p>For the Agency:</p> <p>Address -</p> <p>Phone No.</p> <p>Email:</p>
1.6	<p>Authorised Representative of Client:</p> <p>Sri Badri Prasad Rayaguru, Sr. Project Manager, OUIDF</p> <p>Authorised Representative of Agency:</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.1	Effective Date: dd/mm/yyyy
2.2	The Agency 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	8 Months excluding approval period from the Effective Date or on completion of the Services by the Agency to the satisfaction of Client whichever is later

2.4	In the event that after Final Approval of the Deliverables(s), the Client requires any substantial modification of the same, Additional Compensation shall be paid to Agency based on the accepted man-month rates provided in the Bid, subject to mutual acceptance by both parties			
3. Obligations of Agency				
3.1	Addition to Clause 3.1 of GC Procurement Rules of Funding Agencies: Furthermore, if the Agency, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Agency 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.			
3.2.3	As per Clause 2.2 & Annexure IX of RFP For a period of two years after the expiration of this Contract, the Agency shall not engage, and shall cause their Personnel as well as their Sub-agent(s) 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			
3.4	The Agency shall take adequate insurance to cover any third party liability and professional indemnity insurance.			
3.5 (c)	Agency shall not sub-contract the any work to any agency			
3.7	The Agency shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client			
6. Payment to the Agency				
6.2	Price payable exclusive of Service Tax is for as per Table Below			
	Assignment part	Particulars	Consultancy Fees (Rs.) In figures	Consultancy Fees (Rs.) in Words
A.	Consultancy Fee (Lump Sum) for Design and development of Branding Concept using colour codes, and sector-specific themes that integrate with the existing logo, design, signages, display etc. for OUIDF Projects in all 8 (eight) Sectors as enumerated and			

		defined in Point 1 of Agency Scope of Work and congruent with the Project objective		
	B.	Consultancy Fee (Lump Sum) for Preparation of material specifications, cost estimates (BOQ) as per OPWD / Odisha Schedule of Rates or Market rates with quotation and vendor identification for Branding concepts for Projects in all 8 (eight) Sectors as enumerated and defined in Point I of Agency Scope of Work		
	C.	Consultancy Fee (Lump Sum) to Prepare Project specific Implementation Plan, Specifications, BOQ as per OPWD / Odisha Schedule of Rates or Market rates, for the branding concepts and themes <u>and</u> Supervision of implementation of the branding concepts by the Contractor in 3 (three) Projects, individually and separately as below:		
		Project 1 – Modern Abattoir Rs.		
		Project 2 – Repair, Renovation & Restoration of Water Bodies Rs.		
		Project 3– Wet Markets Rs.		
		Sub-total (C)		
	D	Total Consultancy Fee (A+B+C)		
6.4	<p>i. No Advance payment</p> <p>ii. Payment to Agency shall be made as per TOR of RFP</p> <p>The payments are subject to the acceptance of the deliverables by Client for every stage of the Project. The Agency has to submit Bank Guarantee of 10% of Contract value from any Nationalised/ Scheduled Commercial Bank in India in favour of Client as specified in Appendix-H which shall be valid up to one year from signing the Agreement and would be renewable with instruction from Client till completion of deliverables. Performance Guarantee (10% of Contract Value) will be released after completion of the assignment to the satisfaction of the Client.</p> <p>iii. The payments are subject to the acceptance of the work performed by the Agency to the satisfaction of the Client.</p> <p>iv. The Non Compliance to the time schedule or any violation of the Contract by the Agency shall entitle Client to invoke / encash the Performance Guarantee. 0.5% of Contract value for each milestone as liquidated damage per week shall be deducted for delay in submission of deliverables/stages/milestone subject to maximum of 10% of the Contract Value.</p> <p>v. On successful completion of assignment Performance Guarantee (10% of Contract Value) shall be released subject to any deductions.</p>			

6.5	<p>i. Payment shall be made within fifteen (15) days of receipt of the Invoice by the Client and the relevant documents specified in Appendix B</p> <p>ii. No interest is payable on delayed payment.</p>
7. Settlement of Disputes	
7.2	<p>In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Agency, 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 Client and the Agency, 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 under Bhubaneswar Jurisdiction and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.</p> <p>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 Client and the Agency. 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>

APPENDICES

APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP Notice No. 01/2016 dated 14th Dec 2016 (Revised)

APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE:- (As per TOR of the Revised RFP)

APPENDIX C – KEY PERSONNEL AND SUB-AGENT(S) :- (As per clause 3.1.4 of Revised RFP)

APPENDIX D - ROLE OF CLIENT: - (As per Clause of TOR of the Revised RFP)

APPENDIX E – BREAKDOWN OF LUMP SUM PRICES

APPENDIX F – PRE-BID MEETING MINUTES/CORRIGENDA/ADDENDA

APPENDIX G- Revised RFP , LOA & CONSULTANT'S BID

APPENDIX H-MODEL PERFORMANCE GUARANTEE

APPENDIX-H
MODEL PERFORMANCE GUARANTEE

Address of Guarantor Bank:.....
.....

Address of Beneficiary (Client):
The Secretary, OUIDF-cum – Ex -Officio Special
Secretary to H&UD Dept
1st Floor, Annexe-B, Odisha Secretariate,
Bhubaneswar, Odisha-751001

On ____ you concluded with (name and full address) ____ ("Agency") a Contract for Appointment of Design Agency for Branding of OUIDF (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 Agency has failed to perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to , **The Secretary. OUIDF Bhubaneswar account No.3249633555** of State Bank of India, Secretariat Branch, IFSC:SBIN0010236. for account of **OUIDF** (Client).This guarantee shall remain valid for a period of one year from the date of issue & 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