



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

RFP NOTICE No. 02/OUIDF - 73/2019, dated: 06-06-19

INTERNATIONAL COMPETITIVE BIDDING

REQUEST FOR PROPOSAL (RFP)

for

Selection of Consultant for Preparation of Business Model for Long

Term Financial Sustainability of OUIDF.

Letter of Invitation (LoI)

1. Sealed Tenders are invited by OUIDF for Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability of OUIDF from internationally reputed Consultancy firms.
2. RFP document can be downloaded from the websites www.urbanodisha.gov.in and www.ouidf.in.
3. Pre-bid meeting will be held on 21/06/2019 at 11:00 AM in the office of OUIDF Trust, Zone A/2, Fourth Floor, Fortune Towers, Bhubaneswar-751023 India. The last date for submission of pre-bid queries is 20/06/2019 upto 4.00 P.M.
4. The Bidders shall submit their proposals on Proposal Due Date latest by 05/08 /2019 upto 4.00 P.M.
5. Name of the Work

| NIT No | Name & Details of Work | Bid Security |
|--------|---|--------------|
| 02 | Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability of OUIDF | Rs.80,000/- |

OUIDF Office Address:

The Secretary OUIDF,

Address: OUIDF Trust, Zone A/2, Fourth Floor, Fortune Towers, Bhubaneswar-751023, India
email: ouidf.hudd@gmail.com

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Secretary, OUIDF

1. Introduction

1.1 Background of Project: The Government of Odisha, has set up Orissa Urban Infrastructure Fund (OUIDF) ("**Authority**") to facilitate systematic development and financing of urban infrastructure projects in the state of Odisha, with assistance from KfW Development Bank, Germany. OUIDF intends to appoint internationally reputed consultants for Preparation of Business Model for Long Term Financial Sustainability of OUIDF.

The objective of the assignment is to prepare following:

- I. Business Model which analyses and proposes options for Long Term Financial Self Sustainability for OUIDF.
- II. Provide Organization Structure with Staffing Solution for a permanent structure of OUIDF
- III. Market Potential Analysis and Future Business Prospects Sector wise
- IV. Methodology to Increase the Corpus Fund

1.2 Request for Proposal: OUIDF invites Proposals (the "Proposals") from Consultants for Preparation of Business Model for Long Term Financial Sustainability of OUIDF.

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

1.4 Brief description of the Selection Process: The Bidder has to meet the Qualification Criteria as per Clause 2.1.2. OUIDF shall adopt a three stage selection process in evaluating the Proposals. In the first stage prequalification screening 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 Quality and Cost Based Selection (QCBS) as specified in Clause 3.4. The first ranked bidder (the "Selected Bidder") shall be selected for negotiation while the proposal of the second ranked bidder will be kept in reserve.

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

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

| Sr. No. | Event Description | Date & Time |
|---------|---------------------------|--|
| 1 | Pre Proposal/Pre Bid | 21/06/2019 at 11:00 AM (15 days from date of issue of RFP document) |
| 2 | Reply to Pre-Bid Queries | (5 working days from the date of Pre-Bid) |
| 3 | Proposal Due Date (PDD) | 05/08/2019 at 4:00 PM IST (60 days from the date of issue of RFP document) |
| 4 | Date of Technical Opening | 06/08/2019 at 11:00 AM IST of next day of PDD |
| 5 | Letter of award(LOA) | Within 20 days of PDD |
| 6 | Signing of Agreement | Within 30 days of PDD |
| 7 | Validity of Application | 180 days from Proposal Due Date |

1.7 Pre-Proposal Conference/Pre-bid meeting:

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

Date: 21/06/2019

Time: 11:00 AM IST

Venue: OUIDF Conference Hall, 4th Floor, Fortune Towers, Bhubaneswar-23, India

The bidders are requested to email pre-bid queries by 4.00. PM IST on 20/06/2019.

1.8 Communications: All communications including the submission of Proposal should be addressed by writing to:

The Secretary OUIDF,

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

email: ouidf.hudd@gmail.com

2. INSTRUCTIONS TO BIDDERS

A. General

2.1 Conditions of Eligibility of Bidders

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

- a) The Bidder shall be a Consultancy Firm/ Company. Any form of consortium or sub-contracting is not allowed under this Bid.
- b) The Bidder should not be blacklisted by any Public Sector Undertaking (PSU) or Government of India or any of the Multilateral Funding Agencies and any agency of the respective bidder's Country.
- c) The Bidder should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited.
- d) The Bidder is required to furnish information confirming non-prohibition of commercial relation between India and Bidder's country.

2.1.2 The Bidder/ shall be a Limited Liability Partnership, Company, Trust, Society, PSU of Govt. of India or any legally binding entity incorporated in the Bidder's country.

The Bidder shall meet the following conditions:

I. Technical Capacity

- a) The Bidder shall have experience in providing consulting services in formulation and implementation of business model, vision document and strategic roadmap for Government undertaking institutions/trusts, Public Sector units, Banks/Financial Institutions and Parastatals for a minimum of 4 projects for different institutions in the last 7 years and fee received for each assignment must be Rs. 5 lakhs or above. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and consultancy value in Technical Proposal. Experience in preparation of business model, vision documents, strategic roadmap, for Government undertaking institutions as mentioned above is mandatory.

II. Financial Capacity

- b) The Bidder must have an annual average turnover from management consulting business of at least INR 1.00 crore (Rupees One Crore Only) during last three financial years i.e. April 2016 to March 2019. Fee from services other than management consultancy viz. audit, tax, etc. would not be included. The Bidder shall have positive net worth.

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.

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

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

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

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, etc. OUIDF will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Due Diligence by Bidder: Bidders are encouraged to submit their respective Proposals after visiting the Project site/offices and ascertaining for themselves the conditions, location, surroundings, climate, access to site, availability of data with OUIDF, Applicable Laws and regulations or any other matter considered relevant by them. For this purpose, Bidders shall intimate the OUIDF in advance.

2.6 Right to reject any or all RFPs

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

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

2.6.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been

opened and the highest ranking Bidder gets disqualified / rejected, then OUIDF reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of OUIDF, including annulment of the Selection Process.

B. Documents

2.7 Contents of the RFP

2.7.1 This RFP comprises the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.9:

Request for Proposal

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

Annexures:

- Annexure I: Terms of Reference
- Annexure II: Cover Letter
- Annexure III: Statement of Legal Capacity
- Annexure IV: Power of Attorney
- Annexure V: Details of Bidder
- Annexure VI: Financial Qualification of Bidder
- Annexure VII: Eligible Project Experience of Bidder
- Annexure VIII: CV of Key Personnel
- Annexure IX: Legally binding signed declaration of undertaking
- Annexure X: Salient Aspect of Technical Proposal
- Annexure XI: Financial Proposal
- Annexure XII: Guidance note on conflict of interest

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may send their queries to OUIDF in writing/through e-mail before the date of pre bid meeting. The emails shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP for selection of Bidder for Preparation of Business Model for Long Term Financial Sustainability of OUIDF ". OUIDF shall endeavor to respond to the queries during Pre-bid meeting. No queries will be received after pre-bid meeting. The OUIDF shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule.. The OUIDF responses (including an explanation of the query but not identification of its source) will be made available on websites www.ouidf.in and www.tendersodisha.gov.in for reference to all Bidders.

2.9 Amendment of RFP

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

C. Preparation and Submission of Proposal

2.10 Language of Bid & Reporting Currency

2.10.1 Language of Bid: 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 language, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

The following Documents are required to be translated in case the documents are in language other than English.

- i. All Legal and Financial Documents
- ii. All Credentials and Testimonials
- iii. All Charter documents of the bidding entity
- iv. Powers of Attorney
- v. Resolutions of Board

Or any such relevant documents submitted as part of the proposal. The copy of the original documents must be attached with the translation.

The translated documents/credentials must be duly notarized in India under the Indian Stamp Act, 1899.

Where ever translated documents are submitted the same shall also have to be legalised by the Indian Embassy and notarised in the jurisdiction wherever translated document is being issued. However, the translated documents are provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 the same are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate issued by the designated competent authority and has been notarized by the public notary.

2.10.2 Reporting Currency:

All documents or financial statements expressed in any currency other than INR shall be converted to INR using the exchange rate as on the respective reporting date of particular financial year of the submitted financial statement.

2.11 Format and signing of Proposal

2.11.1 The Bidder shall provide all the information sought under this RFP. OUIDF would evaluate only those Proposals that are received in the specified format and complete in all respects.

2.11.2 The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". In the event of any discrepancy between the original and its copies, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/ DVD.

2.11.3 The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a) By a designated partner, in case of a limited liability partnership;
- b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

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

2.12 Technical Proposal

2.12.1 Bidders shall submit the technical proposal in the formats from Annexure II to Annexure X (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 authorized signatories;

- c) Power of Attorney, is executed as per Applicable Laws;
 - d) CVs of all Key Personnel have been included;
 - e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.1.2 of the RFP; The CV of each Key Personnel, shall be submitted as per the format at Annexure VIII.
 - f) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished. The CV of Team leader & other Team member will not be replaced in the first 3 months; any replacement of Team Leader after 3 months, a deduction of 10% from the total fee shall be imposed. In the event of medical exigencies/death/resignation/termination replacement shall be allowed with prior approval of OUIDF, with equal or better credentials without any deduction.
 - g) Key Personnel would be available for the period indicated in the ToR;
 - h) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
 - i) The documents must be hard bound and each page should be numbered.
 - j) The proposal is responsive in terms of Clause 2.19.3.
- 2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.
- 2.12.4 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of OUIDF for a period of 3 (three) years. The award of work to the Bidder may also be liable to cancellation in such an event.
- 2.12.5 OUIDF reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by OUIDF to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OUIDF there under.
- 2.12.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by OUIDF without OUIDF being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

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

2.13 Financial Proposal

2.13.1 Bidders shall submit separate Financial Proposal for the proposed Project as per the format given in Annexure XI clearly indicating the Fee in Indian Rupees (INR) in both figures and words, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

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

- a. All the costs associated with the assignment shall be included in the Financial Proposal.
- b. The Financial Proposal shall take into account all expenses and tax liabilities except Goods & Services Tax.
- c. Financial Proposal shall be expressed as Fee 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 selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability 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 AUTHORIZED PERSON OF OUIDF"** If the envelope is not sealed and marked as instructed above, OUIDF assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

2.14.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the bid in the prescribed format Annexure II to X and the supporting documents. .

2.14.4 The envelope marked "Financial Proposal" shall contain the financial Proposal in the prescribed format Annexure XI.

2.14.5 The completed Proposal must be delivered in hard copy on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

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

2.15 Proposal Due Date

2.15.1 Proposal should be submitted on or before the Time and Date specified at Clause 1.6 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.

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

2.16 Late Proposals

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

2.17 Modification/ substitution/ withdrawal of Proposals

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

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

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

2.18 Bid Security

2.18.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 80,000 /- (Rupees Eighty Thousand only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the "The Secretary, OUIDF" payable at Bhubaneswar, India (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. The Bid Security of Successful Bidder shall be returned after submission of Performance Guarantee by the Successful Bidder.

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

The bank guarantee shall be in the format provided in Appendix-G of the Bidding documents. The Bank Guarantee shall be issued by a bank located in the Purchaser's country (Nationalized or Scheduled commercial Bank in India) or issued by a reputed foreign Bank and routed through a correspondent Bank (Nationalized or Scheduled commercial Bank in India)

- 2.18.3 OUIDF shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.18.4 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to OUIDF's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by OUIDF under the following conditions:
- a) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - b) If a Bidder withdraws/modify its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
 - c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.26 due to the reason solely attributed to the bidder; or
 - d) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.2; and
 - e) If the selected bidder commits breach of the Agreement

D. Evaluation Process

2.19 Evaluation of Proposals

- 2.19.1 OUIDF shall open the Proposals at the Date and Time specified in Clause 1.6 and at the place specified in Clause 1.8 and in the presence of the Bidders who choose to attend. The envelopes marked "**Technical Proposal**" shall be opened first. The envelopes marked "**Financial Proposal**" shall be kept sealed for opening at a later stage.
- 2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.19.3 Prior to evaluation of Proposals, OUIDF will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) The Technical Proposal is received in the format from Annexure II to Annexure X
 - b) It is received by the PDD including any extension thereof pursuant to Clause 2.15;
 - c) It is accompanied by the Bid Security as specified in Clause 2.18;
 - d) It is accompanied by the Power of Attorney;

- e) It contains all the information (complete in all respects) as requested in the RFP;
 - f) It does not contain any condition or qualification; and
 - g) It is not non-responsive in terms hereof.
- 2.19.4 OUIDF reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OUIDF in respect of such Proposals.
- 2.19.5 OUIDF shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 3 of this RFP.
- 2.19.6 After the technical evaluation, OUIDF shall prepare a list of shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all shortlisted Bidders for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. OUIDF will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4. The Financial Proposal of Bidders whose bids are disqualified in technical evaluation will not be opened for financial evaluation.
- 2.19.7 Bidders are advised that selection shall be entirely at the discretion of OUIDF. Bidders will be deemed to have understood and agreed that OUIDF shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on OUIDF, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.
- 2.20 Confidentiality** : Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising OUIDF in relation to matters arising out of, or concerning the Selection Process. OUIDF shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. OUIDF may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or OUIDF or as may be required by law or in connection with any legal process.

2.21 Clarifications

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

E. Appointment of Consultant

2.22 Negotiations

- 2.22.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be related to the scope of work and Terms of Reference. Price negotiations on unit rates offered in Financial Proposal are not allowed
- 2.22.2 Prior to the expiration period of proposal validity, the Client will notify the successful Consultant who submitted the highest combined scoring proposal in writing by registered letter / email or facsimile and invite it to negotiate the Contract.
- 2.22.3 The aim of Negotiations is to reach agreement on all points, and initial a draft contract by the conclusion of Negotiations.
- 2.22.4 Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TOR. Agreement must then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 2.22.5 Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (no negotiation of the unit rates, including the man month rates).
- 2.22.6 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis these staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- 2.22.7 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations. Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (no negotiation of the Unit rates, including the man month rates).

2.22.8 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiations fail, the Client will invite the Consultants having obtained the second highest score to Contract negotiations. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected

2.23 Indemnity

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

2.24 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by OUIDF to the Selected Bidders who has scored highest rank and the Selected Bidders will, within 15 (Fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidders are not received by the stipulated date, OUIDF may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, Bidder will execute the Agreement with OUIDF within the period prescribed in Clause 1.6 or any date communicated by the OUIDF after submitting the Performance Security as per Clause 2.18.2. The Selected Bidder will not be entitled to seek any deviation in the Agreement.

2.26 Commencement of assignment

The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultants fail to either sign the Agreement as specified in Clause 2.25 or commence the assignment as specified herein, OUIDF may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated and the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

2.27 Proprietary data

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

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 The Proposal will be evaluated in accordance with the Quality Cost Based Scoring (QCBS) Method. Financial proposal of only those firms receiving minimum of 75 % of Technical Evaluation will be opened. In the first stage Technical Proposal (Annexure II to X) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1 and clause no. 2.1.2(a) to 2.1.2(c). This is a pass/fail type evaluation and no marks in evaluation are awarded.

In the second stage, the Technical Proposal will be evaluated on the basis of Bidder's understanding of TOR, proposed methodology and Work Plan as per Annexure X and the qualification and experience of Key Personnel as per Annexure VIII and detailed out in clause 3.1.2. 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)..

Short-listed firms may be requested to make a presentation, if required.

| | |
|---|------------|
| The Evaluation Criteria based on which evaluation of technical proposals of the Bidders shall be carried out are detailed in the table below: | |
| Technical Evaluation | 70% |
| Financial Evaluation | 30% |

| Sl. No | TECHNICAL EVALUATION CRITERIA | Marks |
|--------|---|------------|
| | Technical Evaluation | 100 |
| 1. | Relevant project Experience of the Agency | 40 |
| 2 | Expertise of Team Leader | 20 |
| 3 | Qualification and relevant expertise of the Key Personnel | 20 |
| 4 | Approach & Methodology including a Power Point Presentation | 20 |

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

| Sr. No. | Position/Criteria | Marks |
|---------|---|-------|
| 1 | <p>Relevant project Experience of the Agency</p> <p>a. The Consultant must have experience in providing consulting services in formulation and implementation of Business plan, vision document strategic roadmap, to Government undertaking institutions/ trusts, Indian Public Sector units, Banks / Financial Institutions and parastatals, for a minimum of 4 project in the last 7 years and fee received for each assignment shall be Rs. 5 lakhs or above.</p> <p>With consultancy fee of at least Rs. 5 Lakhs per project (5 Mark for each Project) - 20 Marks (max.)</p> <p>For additional projects meeting the project experience with fees of at least Rs. 5 Lakhs per project (5 Marks for each project) - 20 Marks (max)</p> | 40 |
| 2 | <p>Expertise and Experience of the Team Leader</p> <p>I. The Tem leader should have at least 15 years of advisory experience including experience of working in the matters of preparation of business model plan & organization restructuring, institutional development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSUs in India in form of Vision Document.</p> <p>Education Qualification: Post graduate Degree in Management /MBA.</p> <p>The team leader must have successfully completed minimum 2 projects for which the Consultant (Agency) has claimed experience in addition to other individual projects experiences in the domain of Business plan preparation & organization restructuring, institutional development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSU. (5 Mark for each Project) - 20 Marks (max.)</p> | 20 |
| 3 | <p>Qualification and relevant expertise of the Key Personnel</p> <p>I. Public Sector Expert</p> <p>Education Qualification: MBA/Post Graduation in Public Policy</p> <p>Should have at least 15 years of advisory experience on preparation of policies & operational activities, strategic planning preferably in Service Sector/PSU's/ parastatal & other reputed companies in India. Projects experience in the domain of Business plan preparation & organization restructuring, institutional</p> | 20 |

RFP for Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability of OUIDF.

| Sr. No. | Position/Criteria | Marks |
|---------|---|------------|
| | <p>development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSU. (2.5 Mark for each Project, 7.5 Marks max.)</p> <p>II. Finance Expert Education Qualification: CA / MBA(Finance) Experience Requirement: Overall experience of 10 years in relevant area of funding, revenue estimation, cost structure, revenue structure of organisation & as stated in scope of work. Project experience in the domain of Business plan preparation & organization restructuring, institutional development, Business Process Re-engineering, long term strategic planning/visioning of reputed Govt. organizations & PSU. (2.5 Mark for each Project, 7.5Marks max.)</p> <p>III. IT Expert Education Qualification: BE/ B.Tech (Computer Science/IT/Electronics) Experience Requirement: Overall experience of 5 years with expertise in change management. Project experience in the domain of Business plan preparation & organization restructuring, institutional development, Business Process Re-engineering, Process Restructuring through IT interventions. (2.5 Mark for each Project 5 Marks max.)</p> | |
| 4 | <p>Approach & Methodology with Power Point Presentation - 20</p> <p>I. APPROACH AND METHODOLOGY, Work Plan and understanding of the project. II. POWER POINT PRESENTATION only by the Team leader along with the team.</p> | 20 |
| | Total | 100 |

- The Team Leader shall make a presentation on the proposed approach and Methodology for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power Point Presentation shall be made only by the Team Leader along with the team members. Any other representative of the Bidder shall not be permitted to make the presentation.
- The CV of Team leader & other Team member will not be replaced in the first 3 months, any replacement of Team Leader after 3 months, a deduction of 10% from the total fee shall be imposed. In the event of medical exigencies/death/resignation/termination replacement shall be allowed with prior approval of OUIDF, with equal or better credentials., without any deduction.

3.2 Short-listing of Bidders

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

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the Fee (INR) per site (Plant at each location) in the financial proposal as per Annexure XI will be considered.

3.3.3 OUIDF will determine whether the Financial Proposal is complete, unqualified and unconditional. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest Financial Proposal (FM) will be given a financial scoring (SF) of 100 points, the financial scores of other proposals will be computed as follows:

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

$$FM = \text{Lowest financial Proposal Amount}$$

$$F = \text{Amount of other Financial Proposal}$$

3.4 Combined Evaluation of Proposal

3.4.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.7 (Seventy percent) and 0.30 (Thirty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals. The relevant combined total score for each Consultant Proposals will finally be ranked according to their combined technical scores (ST) as defined in clause 3.1.2 and financial (SF) scores as evaluate in clause 3.3.3 as follows: $S = (0.70*ST + 0.30SF)$ Where "S" is the combined score

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

4. FRAUD AND CORRUPT PRACTICES

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

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

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

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

"**Fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; "**Coercive practice:** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

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

5. PRE-PROPOSAL CONFERENCE

5.1 Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.

5.2 During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of OUIDF. OUIDF shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 OUIDF, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any Bidder in writing in order to receive clarification or further information;
- c) Retain any information and/or evidence submitted to OUIDF by, on behalf of and/or in relation to any Bidder; and/or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other Information and/or evidence submitted by or on behalf of any Bidder.

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

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

ANNEXURE I: TERMS OF REFERENCE

Introduction:

1. OUIDF intends to appoint the reputed consultants for Preparation of Business Model for Long Term Financial Sustainability of OUIDF. The objective is to make OUIDF Financially Self Sustainable in the long term. Depending on the future role and strategic business focus of the OUIDF, financial self-sustainability might however not be realistic, in particular in the medium term. In that case financial support from the (State) Government needs to be taken into consideration when developing a business model for the OUIDF.
2. OUIDF reserves the right to add, delete or replace one or more work detailed out in scope of work.

3. Scope of Work:

The scope of work of Consultant for Preparation of Business Model for Long Term Financial Sustainability of OUIDF shall include but not limited to:

Part-I

A. Desk Research & Analysis

1. Understand, review, and assess relevant business models of approx. 3 national (/international) best practices of similar organizations or trust funds (e.g. TNUDF).
2. As-Is analysis of OUIDF business model: Detailed analysis of the OUIDF existing business model (cost structure and revenue model). Such analysis should include but should not be limited to: sectors served, past and present fields of operation, existing staffing/ human resources, interest payments, interest receipts on OUIDF Loan Fund differentiated by sectors, other revenue sources, business and IT infrastructure.
3. Discussion with management of OUIDF and officials of the Housing and Urban Development Department Odisha on future strategic business focus of OUIDF and extent of past and future financial support from Government of Odisha, National Programs, and other donors.
4. Strategic analysis of industry structure and market potential for the OUIDF in various sectors in Odisha, including the potential of new/additional sectors which are so far not part of OUIDF's portfolio.
5. Review and assess the existing capabilities of OUIDF taking into account present business sectors / areas of operation. The Consultant shall identify the improvement opportunities and gaps in each sector for the OUIDF, including but not limited to competencies, human resources/ staffing, needs for IT development.
6. Analysis of new revenue sources for the OUIDF.
7. Consultant shall submit an Inception Report covering at least all the above aspects of desk analysis for OUIDF.

B. Report

8. Calculate a business model and business plan for the OUIDF based on the analyses and assumptions derived from the Desk Research & Analysis, considering different scenarios regarding the future strategic business focus of the OUIDF (i.e. range of sectors served and respective cost structure; market potential; financial support from the Government; other revenue sources; etc.).
9. Assessment and prioritization of the strategic options for OUIDF.

10. Preparation and submission of a recommendation in the form of a detailed Report on the Long Term Business Model and Plan of OUIDF (the "Report"), in respect to the strategic positioning of the OUIDF as described under 8. The Report will include its key assumption parameters, requirements and milestones and will take into account

benchmarking with a focus on success and failure stories of similar organizations restructuring for financial self-sustainability.
11. Business model options/alternatives presented in the Report shall show the requirements and potentially the limits for a -long term financial sustainability of OUIDF. The agenda needs to be developed keeping in mind, the need and requirement of present & future of OUIDF, while ensuring self-sustainable growth and profitability of the institution in the long term. The consultant must present the plan and produce to clearly demonstrating results.
12. The Consultant will draft the strategic options for a business model for long term financial sustainability of the OUIDF by engaging with OUIDF team and the officials from the concerned/relevant Govt. department/ULBs/Development Authorities and other parastatals and if required will spend considerable time in the above mentioned offices to understand the current business model and identify potential for future business.
13. Develop a sustainable business model with a view to
 - Identify areas of strategic operations for financial sustainability
 - Strengthen the value proposition of the OUIDF
 - Increase revenue realization, including new revenue sources.
 - Set up business development plan
 - Identify other sources of funds from which OUIDF can generate funds for onward lending e.g. non-fund based funding, fee based income etc.
 - Study feasibility of migrating the operations to a robust IT Platform
14. Develop a step-by- step execution plan for the business model.
15. Identify key risk and mitigation strategy for those risks.
16. Prepare the organogram of the organization in order to meet the long term financially self-sustainability and propose the positions/posts for key experts/resource person to meet the vision set out. Clearly outline the staffing strategy, including a suitable organogram, and outlining the key result area (KRA) for each proposed manpower.
17. Identify and prepare the area of potential / prospective area of business and draft standard operating guideline and provide recommendations for streamlining procedures and processes for current and future required functions area.
18. Based on the above assessment the Draft Business model need to be submitted, covering all the probable outcome of the above steps in the Draft Report.
19. On approval of the Draft Business Model by OUIDF the Final Report shall be prepare and submitted. Presentation on the final report shall be made to OUIDF.

- 4. Detailed Tasks to be performed:- Deleted- As detailed task has not been outlined as exact amount of work has not been defined, the scope of work is self-sufficient in this regard.**

5. Deployment of Staff of the Consultant

- i. The Project Manager shall be responsible for the preparation Business Model Plan for Financially Self- sustainable of OUIDF. It is the responsibility of the Consultant to conduct site visits/ interview/discussion during the preparation of the report on Financially Self- Sustainable Business Model for OUIDF. The Consultant shall deploy teams as per the scope of work. The submission of the draft report within 30 days of the signing of the Agreement.
- ii. The Team Leader is the overall in-charge for the project. He shall be responsible for deliverables during Project Implementation. The Team Leader will interact with the designated required Govt. officers as and when required.

6. Likely Additional Service

Deleted service as defined in scope of services.

7. Outcome & Deliverables

| S.No | Deliverable | Timeline |
|---------------|---|---|
| Part-I | | |
| 1 | Inception Report | 10 days from signing of LoA |
| 2 | Presentation on Inception Report | 10 days from submission of Inception Report |
| 3 | Draft Business Model Plan report and presentation | 30 days from submission of Inception Report |
| 4 | Presentation on Draft Business Model Plan report and presentation | 10 days from submission of Draft Business Plan report |
| 5 | Final report on Business Model Plan and Financial Self Sustainability | 25 days from the approval of Draft Business Plan report |
| 6 | Presentation on Final Business Model Plan and Financial Self Sustainability | 5 days from submission of Final Business Plan report |

The consultant needs to submit each report in 2 hard copies for each mile stone achieved.

Note:

All the report must be provided in the editable version of Microsoft Word, Microsoft Excel and Microsoft Power Point format

8. Working Arrangements

Deleted,
not required Short assignment.

9. Payment Schedule

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

Payment for preparation of Business Model will be made on the total amount quoted by the bidder distributing in the following milestone.

| S.No | Deliverable | Timeline | Payment Milestone |
|---------------|---|---|-------------------|
| Part-I | | | |
| 1 | Inception Report | 10 days from signing of LoA | |
| 2 | Presentation on Inception Report | 10 days from submission of Inception Report | 10% |
| 3 | Draft Business Model Plan report and presentation | 30 days from submission of Inception Report | 40% |
| 4 | Presentation on Draft Business Model Plan report and presentation | 10 days from submission of Draft Business Plan report | |
| 5 | Final report on Business Model Plan and Financial Self Sustainability | 25 days from the approval of Draft Business Plan report | 45% |
| 6 | Presentation on Final Business Model Plan and Financial Self Sustainability | 5 days from submission of Final Business Plan report | 5% |

Note:

Any remittance to overseas bidders shall only be made after full compliance with statutory requirement with Indian Law.

10. Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the OUIDF in soft form in editable format (Microsoft Office) apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the OUIDF and shall not be used for any purpose other than that intended under these Terms of Reference and scope of work without the permission of the OUIDF. The Consultancy shall stand completed on satisfactory acceptance by the OUIDF of all the Deliverables of the Consultant.

ANNEXURE II: COVER LETTER

(On the letter head of Bidder)

The Secretary (OUIDF)
Odisha Urban Infrastructure Development Fund
Odisha

Dated:

Subject: Selection of Consultant for preparation RFP for Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability of OUIDF.

Dear sir,

With reference to your RFP document dated, I/we, having examined the RFP and understood its contents, hereby submit our proposal for Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability of OUIDF.

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

- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.6 and Clause 6 of the RFP document.
9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the RFP document and are qualified to submit proposal in accordance with the provisions of the RFP document.
10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate OUIDF of the same immediately.
14. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by OUIDF in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The Bid Security of Rs. _____ /- (Rupees _____) in the form of demand draft, in accordance with the RFP document.
16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. We agree to keep this offer valid for 180 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Annexure IV.

19. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by OUIDF or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. We, _____ (Bidder's name/) herewith enclose the Financial Proposal as Annexure XI for selection of my/our firm as Consultant.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

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

(Name and stamp of Bidder)

ANNEXURE III: STATEMENT OF LEGAL CAPACITY

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

Ref. Date:

The Secretary (OUIDF)
Odisha Urban Infrastructure Development Fund
Odisha

Dated:

Dear Sir,

Sub: RFP for Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability of 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 Authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized Representative is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of..... (Bidder)

ANNEXURE IV: POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability 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 Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF, 2019

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

Notes:

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

3) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate issued by the designated competent authority and has been notarized by the public notary.

ANNEXURE-V

**Details of Bidder
(To be submitted on Letterhead of Bidder)**

1 a) Name:

b) Date of Incorporation/Commencement:

c) Copy of registration certificate:

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

4. List of Directors:

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

a) Name:

b) Designation:

c) Company:

d) Address:

e) Telephone No:

f) Email Address:

g) Fax Number:

h) PAN No:

i) GST No:

6. Particular of Authorized Signatory of Bidder:

a) Name:

b) Designation:

c) Address:

d) Telephone No.:

e) Email Address:

f) Fax No:

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

ANNEXURE-VI

Financial Qualification of Bidder

| SL No | Financial Year | Annual Turnover(Rs. Lakhs) From Consultancy Business |
|--------------|-----------------------|---|
| 1 | 2016-2017 | |
| 2 | 2017-2018 | |
| 3 | 2018-2019 | |

Average Annual Turnover in words : _____

Statutory Auditor

Name of Audit Firm:

UDIN No:

Seal of Audit Firm:

Name of Partner:

Membership No:

Contact No:

Address:

Note:

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

ANNEXURE VII

A. Eligible Project Experience of Bidder for Formulation and Implementation of Business Model, Vision Document and Strategic Roadmap for Government Undertaking Institutions/Trusts, Indian Public Sector Units, Banks/Financial Institutions and Parastatals **in last seven years**

(Following Tables shall be filled in by Bidder)

| SL No | Name of Project | Start Date & Completion Date | Eligible Assignment Name & Brief Description of Deliverables/Inputs | Name of Client, Address & Contact No | Approximate Contract fee Value in INR Lakhs | Value of Project INR Lakhs | Role of Bidder in Eligible Assignments | Whether as Lead Bidder or Minor Consortium Partner | Reference (Page No_ i.LOA ii.Work Oder iii.Agreement iv.Completion Certificate |
|-------|-----------------|------------------------------|---|--------------------------------------|---|----------------------------|--|--|---|
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |

Name & Signature of Authorized Signatory

- For each Eligible assignment , the Bidder should indicate the duration of the assignment, the Contract Amount, the amount paid to bidder) and the bidders role and involvement.
- Bidders are expected to provide information in respect of Eligible Assignment
- For each assignment bidder should provide supporting proof of self-attested work order/contract copy and completion certificates.

Annexure-VIII: CV of Key Personnel

A. Summary

| SL No | Position | Name of the Expert | Qualification | Year of Relevant Experience as required for Key Personnel | No of Eligible Projects | Details of Eligible Projects |
|--------------|----------------------|---------------------------|----------------------|--|--------------------------------|-------------------------------------|
| 1 | Team Leader | | | | | |
| 2 | Public Sector Expert | | | | | |
| 3 | Finance Expert | | | | | |
| 4 | IT Expert | | | | | |

B.CV of Key Position

| | | | | |
|----|---|--|---------------|------|
| 1 | Proposed Position | | | |
| 2 | Name of Firm | | | |
| 3 | Name of Staff | | | |
| 4 | Date of Birth | | | |
| 5 | Nationality | | | |
| 6 | Education | Degree | Institution | Year |
| | | | | |
| | | | | |
| 8 | Professional Memberships | | | |
| 9 | Other Training & Publications | | | |
| 10 | Countries of Work Experiences | | | |
| 11 | Language | Speak | Write | Read |
| | | | | |
| | | | | |
| 12 | Employment Record of All Employees | 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"> ▪ Name of the project: ▪ Client Name: ▪ Client Contact No & Address: ▪ Project Duration- Start date: End Date: ▪ Project Cost Rs. Crore: ▪ Scope of Work of the proposed expert involved in the project: ▪ Does the project involve preparation of Business Model, Vision Document & Strategic Road map of Eligible Projects as stipulated in clause 2.1.2 I a (Technical Capacity). | | |

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

Notes:

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

The Key Personnel must be on the payrolls of the company from last one year.

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 Guidelines¹.

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 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 Client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company **or a members of the consortium** is added to a list of sanctions that is legally binding on the Client and/or KfW, the Client shall be entitled to exclude us **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 of Authorised Representative of Bidder)

¹ See "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 proposed methodology and work plan shall be described as follows:

1. Approach & Methodology , Work Plan & Activity Schedule

The bid for services must present the methodological approach and the programme of work in such a way that their suitability in regard to the terms of reference can be assessed and they can be compared with other qualified bids. This includes a statement of the work organisation planned and the logistics. If there is an evident and considerable discrepancy between the terms of reference and the quantities given, the bid will not be considered. The text should state clearly how the task is to be 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:

- b. Understanding of the scope of work
- c. Inception Report
- d. Proposed methodology of Consultant for undertaking the assignment
 - i. Deployment of staff and logistics
 - ii. Technical approach
 - iii. Methodological framework for survey analysis and report preparation, tender document preparation and bid process management

Work Plan

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

Manning schedule

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

2. Comments on Term of Reference/ scope of work

In this section, the bidder shall comment on the following

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

The proposal shall at least cover the above three aspects.

ANNEXURE XI: FINANCIAL PROPOSAL

(On the letter head of Bidder)

Selection of Consultant for Preparation of Business Model for Long Term Financial Sustainability 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:

| <i>Particulars</i> | Consultancy Fees (INR) In figures | Consultancy Fees (INR) In words |
|---------------------------|--|--|
| Amount | | |
| TAX GST if any @ ___ % | | |
| Total | | |

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. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except Goods & Service Tax.
3. The breakup of expenses shall be provided by Bidder as given below.
4. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.

Signature of authorized representative of the Bidder
Seal of Firm

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

Cost Estimation of Services

I. Remuneration of Staff

| Staff | Name | Man month rate (INR) | Working days (month) | Total cost (INR) |
|----------------------|-------------|------------------------------|-----------------------------|--------------------------|
| Team Leader | | | | |
| Public Sector Expert | | | | |
| Finance Expert | | | | |
| IT Expert | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | Subtotal Staff | | |

III. Out of pocket expenses

| Particulars | Amount |
|-------------------------------|---------------|
| <u>Out of pocket expenses</u> | |
| | |
| | |
| | |
| | |
| | |
| | |

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

ANNEXURE XII: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.2 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the OUIDF. All conflicts must be declared as and when the consultants become aware of them.
4. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
5. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the OUIDF but which will generate further work for the consultants.
6. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the OUIDF at the earliest. Officials of the OUIDF involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Annexure XIII: Consulting Services Contract

AGREEMENT FOR CONSULTANCY SERVICES

This Consultancy Agreement (hereinafter called the "**Contract**") is made on ____ day of the month of _____, 2019, by and between,

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

and

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

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

WHEREAS

- a) the OUIDF is desirous for Selection of Consultant for preparation of Business Model for Long Term Financial Sustainability of OUIDF.
- b) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- c) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices:

APPENDICES

- a) APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP Notice No. /2019 dated _____ 2019

-
- b) APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
 - c) APPENDIX C - KEY PERSONNEL :-(As per clause 3.1.2 of RFP)
 - d) APPENDIX D - ROLE OF CONSULTANT: - (As per TOR of the RFP)
 - e) APPENDIX E - RFP
 - f) APPENDIX F- PRE-BID MINUTES OF MEETING
 - g) APPENDIX G-MODEL PERFORMANCE GUARANTEE
2. The rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Client shall provide necessary assistance and make payments to the Consultants 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 | |
| | |
| For and on behalf of Consultant | |
| Authorised Representative | |

General Conditions of Contract

1. General Provisions

1.1. Definitions

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

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

1.2. Law Governing the Contract

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

1.3. Language

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

1.4. Notices

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

1.5. Location

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

1.6. Authorized Representatives

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

1.7. Taxes and Duties

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

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

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Modification

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

2.5. Force Majeure

2.5.1. Definition

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

2.5.2. No Breach of Contract

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

2.5.3. Extension of Time

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

2.5.4. Payments

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

2.6. Termination

2.6.1. By the Client

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

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

2.6.2. By the Consultants

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

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

2.6.3. Payment upon Termination

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

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

3. Obligations of the Consultants

3.1. General

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

3.2. Conflict of Interests

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

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

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

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3. Prohibition of Conflicting Activities

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

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

3.3. Confidentiality

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

3.4. Insurance to Be Taken Out by the Consultants

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

3.5. Consultants' Actions Requiring Client's Prior Approval

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

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

3.6. Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. Consultants' Personnel

4.1. Description of Personnel

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

4.2. Removal and/or Replacement of Personnel

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

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

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

5. Obligations of the Client

5.1. Assistance and Exemptions

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

5.2. Change in the Applicable Law

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

5.3. Services and Facilities

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

6. Payments to the Consultants

6.1. Lump Sum Remuneration

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

6.2. Contract Price

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

6.3. Payment for Additional Services

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

6.4. Terms and Conditions of Payment

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

6.5. Interest on Delayed Payments

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

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|--|
| 1. | General Provisions |
| i) | Member in-charge is “ _____ ” |
| 1.2 | The language is English |
| 1.3 | For the Client: Financial Advisor cum- Administrative Officer ,OUIDF OUIDF Trust, Zone A/2,Fourth Floor, Fortune Towers,Bhubaneswar-751023, India Phone:0674-2300396,2300397 |
| 1.4 | Authorised Representative of Client: Sr. Project Manager, OUIDF Authorised Representative of Consultant: |
| 2. | Commencement, Completion, Modification, and Termination of Contract |
| 2.1 | Effective Date: _____ |
| 2.2 | Twelve Months excluding approval period from the Effective Date or on completion of the Services by the Consultants to the satisfaction of Client whichever is later |
| 3. | Obligations of Consultant |
| 3.1 | <Deleted> |
| 3.2. | As per Clause 2.2 & Annexure IX of RFP For a period of one years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets |
| 3.3 | The Consultant shall take adequate insurance to cover any third party liability and professional indemnity insurance |
| 3.4 | Consultant shall not subcontract the work to any agency other than technical survey work |
| 3.5 | No Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party |

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| 4 | Obligations of the Client |
| 4.1 | <p>Addition to Clause 5.1 of GC</p> <p>Obligations of OUIDF</p> <ul style="list-style-type: none"> i. The OUIDF shall provide all the relevant documents, information or any report available to carry study with the Consultant. ii. The OUIDF shall provide all assistance and help facilitate any necessary information from any other department / agency. iii. the OUIDF will use its best efforts to ensure that the Government will provide the Consultants and Personnel with work permits and such other documents as necessary to enable the Consultants or Personnel to perform the Services iv. Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India; |
| 5. | Payment to the Consultants |
| 5.1 | Price payable exclusive of Goods & Service Tax is INR _____ |
| 5.2 | <ul style="list-style-type: none"> i. No Advance payment ii. Payment to Consultants shall be made as per TOR of RFP iii. The payments are subject to the acceptance of the reports and the documents by the concerned authority for every stage of the project. iv. Consultant shall submit Performance Security 10% of the value of the Contract before entering into Agreement. Performance Security validity shall be for 12 months from signing of Agreement and will be released after successfully approval and acceptance of the Report subject to deduction if any as per terms & conditions of Contract. v. The Non-compliance to the time schedule or any violation of the Contract by the Consultant shall entitle Client to encash the Performance Guarantee. 2% of value of Performance Guarantee as liquidated damage per day shall be deducted for delay in submission of Report on Business plan, subject to maximum of 100% of the Performance Guarantee, provided such delay is attributable to the delay by the Consultant. |
| 5.3 | <ul style="list-style-type: none"> i. Payment shall be made within fifteen (15) days of receipt of the invoice and the relevant documents specified in Appendix B and after approval of proper Authority. |
| 6 | Settlement of Disputes |

| | |
|-----|---|
| 6.1 | <p>In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>Arbitration proceedings shall be held in India at the Bhubaneswar Jurisdiction and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p> <p>All the Terms & Conditions of RFP & Pre-Bid Meeting Minutes are binding to both the parties</p> |
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APPENDICES

- a) APPENDIX A - DESCRIPTION OF THE SERVICES :- As per Annexure 1-TOR of the RFP Notice No. /2019 dated _____ 2019
- b) APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
- c) APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS :-(As per clause 3.1.2 of RFP)
- d) APPENDIX D - ROLE OF OUIDF/ CLIENT: - (As per TOR of the RFP)
- e) APPENDIX E - RFP
- f) APPENDIX F- PRE-BID MINUTES OF MEETING
- g) APPENDIX G-MODEL PERFORMANCE GUARANTEE

Appendix-G
Model Performance Guarantee

Address of guarantor bank:.....

.....
.....

Address of beneficiary (Client):

OUIDF

Address

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

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

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

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

.....
Place, date

.....
Guarantor