



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

RFP NOTICE No. 02/OUIDF-83/2014 dated 06.03.2017

REQUEST FOR PROPOSAL (RFP)

**Selection of Consultant for Preparation of DPR for Reclamation of
Agula Water Body and Supervision of Construction of Reclamation of
Agula, Haridakhandi and Ramalingeswar Water Bodies at Berhampur
by Berhampur Municipal Corporation**

Letter of Invitation (LoI)

1. Sealed Tenders are invited by OUIDF for appointment of Consultant for Preparation of DPR for Reclamation of Agula Water Body and Supervision of Construction of Reclamation of Agula, Haridakhandi and Ramalingeswar Water Bodies at Berhampur by Berhampur Municipal Corporation (BeMC) from Nationally 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 20/03/2017 at 11 A.M in the office of OUIDF Trust, Zone A/2, Fourth Floor, Fortune Towers, Bhubaneswar-751023
4. The Bidders shall submit their proposals latest by 19/04/2017 up to 4.00 P.M.
5. The Technical Proposal shall be opened on 20/04/2017 at 11:00 A.M. in the presence of Representatives of Bidders at the Office of OUIDF.
6. Name of the Work

NIT No	Name & Details of Work	Bid Security
02	Appointment of Consultant for preparation of DPR for Reclamation of Agula Water Body and Construction Supervision of Reclamation for Agula, Haridakhandi, Ramalingeswar Water Bodies at Berhampur Municipal Corporation	Rs. 50,000/-

Interested Bidders may obtain further information from the office by Writing/Email:

The Secretary OUIDF,

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

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

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Secretary OUIDF

1. Introduction

1.1 Background of Project: The Government of Odisha, with assistance from KfW has set up Orissa Urban Infrastructure Fund (OUIDF) to facilitate systematic development and financing of urban infrastructure projects in the state of Odisha. OUIDF intends to appoint Consultant for Preparation of DPR for Reclamation of Agula Water Body and Supervision of Construction of Reclamation for Agula, Haridakhandi and Ramalingeswar Water Bodies at Berhampur by Berhampur Municipal Corporation (the "Project").

1.2 Request for Proposal: OUIDF invites Proposals (the "Proposals") from Consultants for preparation of DPR for Agula Water Body & Supervision of Construction of Reclamation of Agula, Haridakhandi, and Ramalingeswar Water Bodies at Berhampur Municipal Corporation.

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

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

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

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

Sr.No.	Event Description	Date & Time
1	Pre Proposal/Pre Bid	20/03/2017 at 11 AM
2	Last date of sale of documents	19/04/2017 at 4:00PM
3	Proposal Due date(PDD)	19/04/2017 at 4:00 PM
4	Date of Technical Opening	20/04/2017 at 11:00 AM
5	Letter of award(LOA)	Within 30 days of PDD
6	Signing of Agreement	Within 45 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: 20/03/2017

Time: 11:00 A.M

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

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

The Secretary OUIDF,

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

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

2. INSTRUCTIONS TO BIDDERS

A. General

2.1 Conditions of Eligibility of Bidders

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

2.1.2 The Bidder shall fulfill the following:

- a) The Bidder shall have successfully completed preparation of DPR for a Project of Reclamation of Water Bodies of at least 10 acres in an urban area with minimum consultancy fee of Rs.2 (Two) lakh in last five years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client work order / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in DPR preparation work as mentioned above is mandatory.
- b) The Bidder shall have successfully completed construction supervision/ Project Management of at least one Water Body project/ Riverfront Development/ Lakefront Development Project/ Water Park project with minimum consultancy fee of Rs.10 (Ten) lakhs in last five years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client work order / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in Construction Supervision as mentioned above is mandatory.
- c) Bidder shall have average annual turnover of at least Rs. 2 (Two) Crores from Consultancy Business in last three years. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements signed by Chartered Accountant for the last three financial years.
- d) Conditions shown in 2.1.2(a) to (c) are minimum qualifying criteria. No marks will be awarded in this evaluation.

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

2.2 Conflict of Interest: Bidder shall not have a conflict of interest that may affect the Selection Process or the assignment (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OUIDF shall have the right to forfeit and appropriate the Bid Security, without prejudice to any other

right or remedy that may be available to OUIDF hereunder or otherwise. The guidance note for "Conflict of Interest" is given in Annexure XII.

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

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

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

2.6 Right to reject any or all Bids

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

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

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

B. Documents

2.7 Contents of the RFP

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

Request for Proposal

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

- Miscellaneous

Annexures:

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

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 e-mails shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP for selection of Consultant for Preparation of DPR for Reclamation of Agula Water Body and Supervision of Construction of Reclamation of Agula, Haridakhandi and Ramalingeswar Water Bodies at Berhampur by Berhampur Municipal Corporation". OUIDF shall endeavor to respond to the queries during Pre-bid meeting.
- 2.8.2 Any question, communication or requests for additional information concerning this RFP are only permitted in writing (e-mail) and up to three (3) weeks before the PDD. Answers / clarifications will be communicated through email to all bidders simultaneously and in good time, no later than 14 calendar days prior to the PDD. If necessary, the PDD will be postponed accordingly. The Minutes of the Pre-Bid Meeting /Addenda/Corrigenda shall form Integral part of Contract Agreement.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of RFP, OUIDF may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on its website and notification through email.
- 2.9.2 In order to afford the Bidders a reasonable time for taking into account the amendments/ addendum, or for any other reason, OUIDF may, in its sole discretion, extend the PDD. All bidders will be notified through e-mail, simultaneously and in good time, no later than 14 calendar days prior to the PDD.

C. Preparation and Submission of Proposal

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

2.11 Format and signing of Bid

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

2.11.2 The Bidder shall prepare one original set of Technical Proposal along with RFP, Pre Bid Clarification & Addendum if any (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) signed and sealed every page 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 Partner, in case of a Partnership firm and 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;

A copy of the Power of Attorney certified under the hands of a Partner or Director of the Bidder and notarized by a notary public in the form as specified in Annexure IV shall accompany the Proposal.

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

avoidance of doubt, OUIDF reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

2.12 Technical Proposal

2.12.1 Bidders shall submit the technical proposal in the formats from Annexure II to Annexure 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 3.1.4.1 of the RFP; The CV of each Key Personnel , shall be submitted as per the format at Annexure VIII.
- f) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished;
- g) Key Personnel would be available for the period indicated in the ToR;
- h) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
- i) The proposal is responsive in terms of Clause 2.19.3.

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

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

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

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

the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by OUIDF without OUIDF being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be. In such an event, OUIDF shall have the right to forfeit and appropriate the Bid Security or Performance Security without prejudice to any other right or remedy that may be available to OUIDF.

2.13 Financial Proposal

2.13.1 Bidders shall submit separate financial proposal (Financial Proposal) for the proposed Project as per the format given in Annexure XI clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, 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. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. The applicable Service Tax alone is reimbursable by the client. Kindly contact the concerned tax authorities for further information in this regard if required. The Financial Proposal shall take this into account.
- c. Costs shall be expressed in INR.

2.14 Submission of Proposal

2.14.1 The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. In case of any discrepancy between the version of the RFP submitted and the original RFP issued by OUIDF, the latter shall prevail.

2.14.2 The Proposal will be sealed in an outer envelope which will bear the address of OUIDF, RFP Notice number, name of assignment i.e. "RFP for selection of Consultant for Preparation of DPR for Reclamation of Agula Water Body and Supervision of Construction of Reclamation of Agula, Haridakhandi and Ramalingeswar Water Bodies at Berhampur Municipal Corporation" 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 04:00 PM on the PDD specified at Clause 1.6 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.

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

2.16 Late Proposals

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

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by OUIDF prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Bidder subsequent to 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. 50,000/- (Rupees Fifty 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 (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 Bid Security of 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 the first ranked and successful Bidder shall be returned after submission of Performance Guarantee as set out in Clause 2.18.2 hereafter.

- 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 Defect Liability Period of Construction Contractor as per the Contract.
- 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 on the date and time at the place specified in Clause 1.6 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 have qualified in the Technical evaluation and 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 the Terms of Reference.

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.

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 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 is not received by the stipulated date, OUIDF may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidders, they will execute the Agreement within the period prescribed in Clause 1.6. The Selected Bidders will not be entitled to seek any deviation in the Agreement.

2.26 Commencement of assignment

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

2.27 Proprietary data

Subject to the provisions of Clause 2.20, all documents and other information provided to OUIDF or submitted by any Bidder to OUIDF shall remain or become the property of OUIDF. Bidders are required to treat all information as strictly confidential. OUIDF

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultants to OUIDF in relation to the Consultancy shall be the property of OUIDF.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, Technical Proposal (Annexure II to X) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1 and clause no. 2.1.2(a) to 2.1.2(c). This is a pass/fail type evaluation and no marks in evaluation are awarded. In the second stage, the Technical Proposal will be evaluated on the basis of Bidder's understanding of TOR, proposed methodology and Work Plan as per Annexure X, the qualification, experience of Key Personnel as per Annexure VIII and Bidder's experience in carrying out similar assignments as per Annexure VII. Only those Bidders whose Technical Proposals get a score of 75 (Seventy Five) marks or more out of 100 (Hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

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

Sr. No.	Position/Criteria	Marks
1	Key Personnel (as detailed in Clause 3.1.4)	60
2	<p>Content & Documentation</p> <p>i. Clarity on Completeness of Bids-5 Marks</p> <p>a. Cover letter, Statement of Legal capacity, Power of Attorney, Declaration of Undertaking as per format (2 marks)</p> <p>b. CVs as per format (1 marks)</p> <p>c. Presentation of Technical Proposal - Approach and Methodology, Work Plan, Manning Schedule, Comments on TOR as per the format (2 marks)</p> <p>ii. Approach & Methodology - 8 Marks</p> <p>a. Understanding of the scope of work (2 marks)</p> <p>b. Site appreciation (2 marks)</p> <p>c. Proposed methodology of Consultant for undertaking the assignment (4 marks)</p> <p>iii. Work Plan - 2 Marks</p> <p>iv. Manning Schedule-2 Marks</p> <p>v. Comments on ToR - 3 Marks</p> <p>Approach and Methodology, Work Plan and Manning schedule shall be provided as per the formats given in Annexure X</p>	20
3	<p>Experience</p> <p>i. Successful Completion of DPR Preparation work for Water Body Reclamation/Water Front Project of</p>	20

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Sr. No.	Position/Criteria	Marks
	<p>Minimum Consultancy value of Rs. 2 lakh (2 Mark for each Project)-10 Marks</p> <p>ii. Successful Completion of Construction Supervision of Water Bodies, Water Park, River Front Development, Lake Front Development projects, Water Supply, Sewerage projects of minimum consultancy value of Rs.10 lakh (2 marks for each Project)-10 Marks</p>	
	Total	100

The Project Manager shall make a presentation on the proposed approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power Point Presentation shall be made only by the Project Manager. Any other representative of the Bidder shall not be permitted to make the presentation

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

SL No	Position	Maximum Marks
1	Project Manager	20
2	Urban Planner/Architect	15
3	Site Engineers (2 no.s of 12.5 marks each)	25
	Total	60

3.1.4 The Minimum Qualification criterion & Marking of qualified Persons to be deployed is as below:-

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

Sr. No.	Position	Tasks Assigned	Qualification & Experience
1	Project Manager (Full Time)	<p>Responsible for overall project planning and management, construction supervision and quality control of works.</p> <p>Preparation of DPR and tender documents for Agula Water Body</p>	<p>Graduate in Civil Engineering with minimum 7 years of experience in construction supervision and quality control of works for urban infrastructure projects. The Project Manager shall have carried out construction supervision/ Project Management of at least two Water Bodies Reclamation, Water Park, River Front Development, Lake Front Development, Water Supply, Sewerage project with a project cost of at least Rs. 20 Cr.</p>

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Sr. No.	Position	Tasks Assigned	Qualification & Experience
2	Urban Planner/ Architect (Intermittent)	<p>Responsible for preparation of concept plan, designs, drawings for reclamation of Agula Water Body.</p> <p>Responsible for review and approval of the working drawings prepared by contractor.</p>	<p>Graduate in Architecture with at least 5 years of experience in design and preparation of project report for reclamation of Water Body projects/Water front projects/ River front development projects/ Water park projects.</p> <p>Post Graduation in Urban Planning will be given preference.</p>
3	Site Engineer (2 Nos. Full Time)	<p>Review BOQ items and quantity with drawings and point out the discrepancies/ variations, if any, to Project Manager.</p> <p>Measure quantities of work, record measurements and verify BoQ items / Work quantities executed in the contractors monthly statement, verify and examine interim payment certificates received from contractors.</p> <p>Maintain a permanent record of all measurement for the work quantities.</p> <p>Assist Project Manager in all activities relating to construction supervision and quality control of works</p>	<p>Degree in Civil Engineering with minimum 2 years of experience in site supervision of urban infrastructure projects such as water supply, sewerage, water front development, river front development/ lake front development projects.</p>

3.1.4.2. Marking of Key Personnel

Position	Marks for Qualification		Marks for experience		No. of Eligible Projects	
	Minimum	Additional	Minimum	Additional	Minimum	Additional
Project Manager	Graduate in Civil Engineering	Master in Construction Management	7 years	More than 7 years	2 Project	More than 2
Marks for Project Manager	5 marks	7 marks	5 marks	1mark for each completed year beyond 7 years subject to maximum	3marks	1mark for each completed project beyond 2 subject to

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Position	Marks for Qualification		Marks for experience		No. of Eligible Projects	
	Minimum	Additional	Minimum	Additional	Minimum	Additional
				3 marks		maximum 2 marks
Urban Planner/ Architect	Post Graduate Degree in Urban Planning/B Arch	Higher qualification	5 Years	More than 5 years	1 Project	More than 1 Project
Marks for Urban Planner/ Architect	4 marks		2 marks	1mark for each completed year beyond 5 years subject to maximum 4 marks	2 mark	1mark for each completed project beyond 1 subject to maximum 3 marks
Site Engineers	Degree in Civil Engineering	Higher qualification	2 Years	More than 2 Years		
Marks for Site Engineer	4 marks		2 Marks	0.5 mark for each Completed year beyond 2 Year subjected to maximum 2.5 marks	2 mark	1mark for each completed project beyond 1 subjected to maximum 2 marks

Note: - Person having qualification, experience and Projects less than the prescribed Qualification and experience in the RFP will be marked as Nil.

3.2 Short-listing of Bidders

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

3.3 Evaluation of Financial Proposal

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

3.3.2 For financial evaluation, the total fee indicated in the financial proposal as per Annexure XI will be considered.

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

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

FM = Lowest financial Proposal Amount

F = Amount of other Financial Proposal

3.4 Combined Evaluation of Proposal

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

3.4.2 The Selected Bidder shall be the first ranked bidder (having the highest combined score). 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:

"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 authorization 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 in writing with any Bidder in order to receive clarification or further information;
- c) Retain any information and/or evidence submitted to OUIDF by, on behalf of and/or in relation to any Bidder; and/or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other Information and/or evidence submitted by or on behalf of any Bidder.

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

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

ANNEXURE I: TERMS OF REFERENCE

1. Introduction:

Berhampur Municipal Corporation (BeMC) is the 3rd largest Municipal Corporation in Odisha with a population of 355,823 and 74,720 households as per census 2011. BeMC has undertaken many water body reclamation projects in the last 7 years to improve the water quality and facilitate ground water recharge.

The primary objective of the project is rehabilitation and preservation of water bodies by improving the water quality and embankment strengthening and thereby improving the health and wellbeing of the people of the city. It also helps in recharging of the ground water and improves the water table. It also acts a recreational facility for the residents of the town.

Ramalingeswar Water Body is situated near the famous Ramalingeswar Temple. This famous tank of Berhampur is gradually turning into a dump yard. The project proposes rehabilitation and preservation of the tank.

The project also proposes an elevated pedestrian pathway with parking in the ground floor. The elevated pedestrian pathway would serve as a recreational site for the citizens of the town and can be used for morning walks and spending time in the evening for relaxation. The proposed parking in the ground floor would help solve the existing parking problem of the peripheral commercial area (Girija square)



S No.	Details	Units	Qty
1	Total Property Area	Acres	15
2	Water Body Bottom Area	m ²	19545
3	Water Body Top Area	m ²	22400
4	Embankment top length	m	600
5	Embankment Average Width	m	3
6	Existing Bathing Ghats	No.	3

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Berhampur Municipal Corporation is in the process of appointing a Contractor for implementation of the Project. The estimated project cost is Rs. 8 Cr. The period of implementation is 12 months from the date of award.

Haridakhandi Water Body is an important water body in the Haridakhandi locality of the town as it caters to the needs of the economically weaker section of the society. The proposal is to improve the quality of water through de-weeding, de-silting and strengthening of embankment.



S No.	Details	Units	Qty
1	Total Property Area	Acres	11.88
2	Water Body Bottom Area	m2	22830
3	Water Body Top Area	m2	28908
4	Embankment top length	m	620
5	Embankment Average Width	m	5.5
6	Existing Bathing Ghats	No.	6

Berhampur Municipal Corporation is in the process of appointing a Contractor for implementation of the Project. The estimated project cost is Rs. 1.5 Cr. The period of implementation is 6 months from the date of award.

The **Agula Water Body** located near the proposed Rail over Bridge is presently in a poorly maintained state with huge weed growth and siltation. There is also excessive dumping of garbage in the area. The proposal of reclamation and development of Agula Water Body with recreational facilities will make the project financially self-sustainable. Approach road of ROB comes over the embankment of the Agula Water Body on one side. The Consultant has to take this aspect into account while preparing the DPR.



S No.	Details	Units	Qty
1	Total Property Area	Acres	18.48
2	Water Body Bottom Area	m ²	33950
3	Water Body Top Area	m ²	48610
4	Embankment top length	m	850
5	Embankment Average Width	m	4
6	Existing Bathing Ghats	No.	3

2. Objectives of the project:

The intervention is necessary to reclaim the water bodies from garbage dumping, pollution and restore the water bodies as the breathing centres of the town. The intervention proposes renovation and beautification of the water bodies. The following benefits are envisaged from the project.

- a. Recharge of ground water: Reclamation of water body will result in recharge of ground water and increase in ground water table which will solve the water scarcity problem of the town.
- b. Pollution Control: The project proposes renovation of the tank which would include de-silting, de-weeding and removal waste dumped in the water body. Fencing is proposed along the periphery of the tank which would help to prevent people from dumping wastes into the water body.
- c. Environmental and Ecological Balance: Clear water and lush greenery of the tank will maintain the environment and would help in ecological balance.
- d. Direct Revenue Inflow: Revenue would be generated by collecting nominal fees for parking, pedestrian walking, boating centre and kiosks. This would help to meet the expenses towards the O&M of this project.
- e. Indirect Revenue Inflow: There would be an increase in the business of the commercial area in the vicinity due to the increase in the visitors due to the proposed project.

3. Component of Project:

All the 3 water bodies will have basic reclamation components such as de-watering, desilting, de weeding and construction of embankment. In addition to the basic reclamation

components, Ramalingeswar and Agula Water bodies will have recreational components such as boating, fountains, children's park, jogging track etc.

4. Scope of Work:

The DPR Consultant for Agula Water Body shall be responsible for Concept plan to Commissioning of Project. The salient aspect of scope of work includes -

- a. Feasibility Study shall cover -
 - i. Detailed Investigation and Surveys
 - ii. Assessment of Environmental and Social issues
 - iii. Three concept plans with sustainable revenue model to be developed
- b. Based on the feasibility, the consultant shall prepare a Detailed Project Report and Bill of Quantities with cost estimates and drawings.
- c. The tender documents shall be in line with the Odisha procurement guidelines as well as KfW Guidelines for the procurement of goods and work contracts .
- d. Assist BeMC in selection of the Contractor by providing all necessary support in conduct of pre-bid meetings, bid evaluation and signing of Agreement.

5. Detailed Tasks to be performed:

The following tasks are to be performed by the consultant for DPR preparation of Agula Water Body. The Consultant is responsible for all technical studies and obtaining approvals w.r.t the Agula Water Body.

- a. **Description of the site** - The consultants shall conduct a detailed study of the Agula Water Body Project area including study on the existing condition of the lakes and surroundings and analyze the land use pattern, location of various infrastructures such as storm water drains, sewerage outfalls, roads, water supply and for other existing physical infrastructure. Consultants shall also collect the details on the slums, encroachments, religious and heritage structures abutting the lake and also facilities available for disposal of waste, etc., Tourism related information such as usage of the place, and tourism potential of the city shall also be analyzed.
- b. **Surveys and Investigations** - The following surveys are to be conducted in this regard-
 - i. Survey of the Agula Water Body - Drawings in AutoCAD or GIS are to be prepared to bring out the following information:
 - Boundary survey of the lake demarcating the overall lake boundary, outside the lake bunds and also the water spread area as on the date of survey. Survey data shall contain the following:
 - Catchments area
 - Maximum water spread area of the lake
 - Shore line length
 - Average depth and maximum depth

- Full Water Body level (FTL)
- Maximum water level
- Main tank bund level
- Volume of the lake at FTL
- Length of the overflow weir
- Maximum flood discharge
- Supply channels

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

- (a) Total length of shoreline along Full Tank Level (FTL) with reference to the top level of the surplus weir.
 - (b) Total area of the water body falling within the FTL.
 - (c) The LS of the water body bund showing the top width, bottom width all along the length of main water body bund, ring bunds around the water body. Cross sections at every 50 m intervals of the LS and levels at 1 m interval along the slopes of bund upto 10 m from the bottom edge of the slope.
 - (d) Bed levels of the water body at gridlines along north-south and east-west at 50 m spacing to cover the entire water body bed and also to a distance of 100 m around the water body outside the bund of the water body giving ground levels at every 15 m interval along the gridlines.
 - (e) Surveying and mapping all existing water inlet and outlet drains of the water body indicating the width of channels as existing to a distance of 500 m from the water body along the upstream and downstream of the inlet and outlet channels. Cross sections of these channels (both inlet and outlet channels) have to be surveyed at every 25 m interval indicating levels at every 1 m up to the total width of the channel extending up to 5 m on either side of the channel.
 - (f) The full storage capacity of the water body shall be computed taking into consideration the survey data.
 - (g) All buildings and structures located adjacent to the water body up to a distance of 50 m from the outer edge of lake bunds indicating ground levels at every 10 m interval and plinth of each building/structure falling in the area shall be shown in the plan of the lake. Any light pole, transformer, trees or other land marks or salient details, etc., located within 30 m distance are to be recorded and shown in the plan.
 - (h) Existing Surplus weir and its cross section details such as top width, bottom width, top level, bottom level, length, condition and cross section at every 5 m distance with levels at 0.5 m intervals up to 10 m on either side along the alignment of the weir has to be shown in a drawing.
 - (i) A Water body plan drawing has to be prepared showing all the above details at appropriate size.
- ii. **Bathymetry survey** - The bathymetric map of the water body has to be prepared showing the depth of the water body at different points by means of contour lines drawn for every 1 m difference in elevation. The map must be prepared based on bed levels taken at several points of the water body and not extrapolated from a few spot levels. The spot levels at intersections of 15 m grids have to be factually read and marked on the plan of the water body.

- iii. **Traffic Plans** – Since it is proposed to be tourist attraction centre, traffic and circulation plans have to be prepared with the consensus of the local traffic department and Corporation

The Consultants have to provide detailed information of the surveys undertaken and submit the Survey results as hard / soft copies to BeMC.

c. Water Management Plan:

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

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

d. Designs:

- i. The consultant should come out with a design, where water is retained in the water body throughout the year. Options can be given by the consultant to retain water and maintain levels in the water body.
- ii. It is to be noted that the Consultants should develop a viable design, such that the water body development project is sustainable with least maintenance cost, and is sustainable on the strength of its design itself, such as, supplying artificial sources of water, vegetation management, etc.
- iii. The consultants shall follow the MoUD Advisory (CPHEEO) 2013 or any amendment from time to time for water body development and shall prepare designs.

- iv. A detailed Bill of Quantities should be prepared based on the prevailing Schedule of Rates of Works Dept. of Odisha.
- e. **Facilities in the wider region** - The consultant shall study the existing infrastructure and also identify the agencies responsible for providing adequate infrastructure like water supply, sewerage, storm water drains, Municipal solid waste, power and telecom, etc. in the surrounding area. If the tourism strategy allows for many more visitors than are currently using the area, it is important to ensure that the road network and public transportation and other infrastructure services in the surrounding area are sufficient to cope with the predicted increase in numbers.
- f. **Tourism Strategy** - The consultant shall include but is not limited to the following strategy
 - i. Decide the types of activities that are acceptable (Angling, Cycling, Boating etc.), in different zones and in different periods of the year.
 - ii. Decide on the recreational carrying capacity of the site, i.e. the number of people that the site can absorb at different times of the year.
 - iii. Decide on access fees for visitors
- g. **Facilities inside the protected area** - The consultant shall include but is not limited to the following facilities
 - i. A network of well-defined viewing roads should be developed if appropriate, and a strict policy against off-road driving should be enforced.
 - ii. Boardwalks, walking paths, and other interpretative trails.
 - iii. Cycling paths.
 - iv. Rest areas and picnic areas for tourists
 - v. Boat ramps or piers for embarking on boat trips.
 - vi. Explanatory panels, signs, directions etc., without spoiling the landscape.
 - vii. Facilities for clean drinking water.
 - viii. Electricity.
 - ix. Facilities for sanitation and waste disposal.
 - x. Gymnasium ,Restaurant & library
 - xi. Musical Fountain
 - xii. Jogging Track
 - xiii. Central Island and Statue
 - xiv. Kiosks
 - xv. Children Mini Park, Aquarium, Birds Cage etc., and
 - xvi. Other functional infrastructure
- h. The legislative considerations (rules, laws, court orders, etc.) for each activity involved in the plan shall be identified and listed in the assessment, along with the schedule and responsibility.
- i. **Operations & Maintenance Plan (OMP)** - The Consultants shall prepare an O&M Protocol / Maintenance Management Plan for the routine maintenance of the water body and also suggest institutional structures for such maintenance. The plan shall consist of-
 - i. Organization chart for O&M
 - ii. Staffing requirements / skills
 - iii. Technology and equipment for O&M
 - iv. Routine / Regular / Periodical schedule of maintenance's to be done

- v. Detailed annual O&M costing
- vi. In house Vs outsourcing arrangements possible for O&M

The consultants shall analyze and estimate the revenue potential of the land in the periphery of the water body for commercial usage and development so that it meets the project cost either partly or fully. For this purpose, the consultants shall consider new facilities and existing developments surrounding it and their potential for development shall be taken into consideration.

6. Concept Plan and DPR

a. Preparation of Concept Plan

The Consultant shall prepare multiple Concept Plans with sustainable revenue model for Agula Water Body till its final approval. The approved Concept Plan shall form the basis for preparation of detailed designs and DPR. The concept plan will be finalized in consultation with Client and BeMC.

b. Approval of design:-

The Consultant has to prepare standard designs, drawings and BOQ based on the approved concept plan. The design shall be approved by a Govt. Institute of repute and Technical Sanction by Orissa Water Supply & Sewerage Board (OWSSB). The fee for obtaining approval from Govt. Institute shall be borne by BeMC.

c. Tender documents

- The Consultant shall prepare tender documents including -
 - detailed engineering design & drawing
 - Bill of Quantities (BOQ) and latest Schedule of Rates of Works Department, Govt. of Odisha shall be used
- The Consultant to provide list of possible vendors/ contractors/operators.
- The consultant shall be responsible for providing clarification to all technical issues relating to tender documents and shall assist the Client in inviting bids, negotiation and signing of agreement between operator/ contractor and ULB.
- The tender documents shall be in line with the Odisha Procurement Guidelines as well as KfW Guidelines for the Procurement of Goods and Work Contracts. ¹

7. Scope of work of Construction Supervision for the 3 Water Bodies

Principal responsibilities will be generally to carry out all the duties of the Authority Engineer as specified in the construction contract documents, within the limitations specified therein. In case of any disparity, the stipulations made in the construction contract documents will prevail in the order of precedence mentioned therein. The Consultant is responsible for all activities from review of DPR till Commissioning of Project and Defect Liability Period (DLP). The Scope of Work for construction supervision shall include review

¹ <https://www.kfw-entwicklungsbank.de/Download-Center/PDF-Dokumente-Richtlinien/Vergabe-E.pdf>

of DPR, designs and drawings make suitable modifications as applicable for construction, day to day supervision of construction and quality control of works, certification of bills and overall responsibility till commissioning of the project.

a. Project planning and construction supervision

- Prepare and submit for approval to BeMC a detailed Project Completion Schedule for the entire project using project planning software such as MS Project. The approved project completion schedule would be the guideline for the physical and financial progress monitoring of the entire project.
- To approve the Contractor's key personnel, construction mobilization programs, temporary land to be occupied by the Contractor.
- To approve the contractor's work program including activity scheduling and resource programming
- Give the orders to commence the work.
- To approve setting out of the works
- To verify and if necessary undertake correction of the Good for Construction drawings in consultation with BeMC
- Ensure that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulation of construction contract documents particularly, in relation to Contractor's construction equipment and other resource deployment, .to approve setting out of the works
- Consultant shall check and finalize Contractor's detailed program of activities commensurate with the tender provisions, requirement of labour, materials and samples and delivery of products requiring long lead time procurement in context of fulfilling the approved project completion schedule.
- Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues.
- Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods.
- Supervise the construction for achieving the expected outputs of the project.
- The Consultant shall maintain a hindrance register indicating details of delays and the measures to be undertaken to complete the work on time. The Consultant will submit for approval of BeMC for grant of extension of time by BeMC to Contractor.
- The Consultant shall be required to participate in the project review meetings held from time to time by BeMC, as also to participate in emergency or extraordinary meetings held to deal with any emergency, force majeure event or other exigencies.

- The Consultant shall be responsible for assessing, verifying and sending replies to day-to-day issues raised by the Contractors during the execution of work or after completion of the work. In case of any claims with financial implication, approval of BeMC shall be obtained by the Consultant.
- The Consultant shall provide all technical services/ guidance/ advice as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Consultant.
- The Consultant shall be responsible for the day to day supervision of construction works at site, Quality Control, taking measurements, certifying the bills of Contractor, handing over completed works and attend to audit queries and all arbitration / litigation cases with respect to the project.
- To direct Contractor to take all necessary steps to maintain the rate of progress of works as per the approved program of the Contractor on monthly basis.
- To ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the BeMC in this regard.
- Assist/advise BeMC for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule.
- To assist BeMC in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period.
- Assist BeMC in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project.
- The Consultant shall carry out supervision, monitoring of progress and quality of construction, erection and installation work, reporting and ensuring compliance by the Contractor.

BeMC may inspect and review the progress of works and may issue appropriate directions to the Supervision Consultant for taking necessary action.

b. Supervision manual

Prepare, in consultation with BeMC, a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements. The Supervision Consultant shall submit a Supervision Manual covering the test procedures, formats for monitoring of progress, quality control of works, certification of works, taking measurements.

c. Review of designs, drawings and tender specifications

- i. Review and approval of designs and drawings prepared by the DPR consultants/ Contractor.

- ii. The Consultant shall review design, drawing, BOQ provisions and specification with respect to site condition and suggest modification, if any required as per OPWD Code.
- iii. The Consultant shall review the tender specifications for its completeness and suggest modifications if any to the BeMC as per OPWD Code.
- iv. The Consultant is also responsible for interpretation of the Technical specifications for the project
- v. Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required. Verification should confirm the existing water area, maximum and minimum depth of the water body, and amount of existing silting and weeding in the water body.
- vi. Review the detailed construction drawings submitted by the Contractor and approve the same for construction.
- vii. To approve and issue the working drawing of the Contractor or modify the existing drawing or to supply a new/ supplementary drawing which is not included in the contract, wherever required and to give instructions thereof in this connection to the Contractor.

d. Material testing and quality control

- i. Ensure a system of quality assurance of works, approve materials and sources of materials, review all concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and quality control measures to ensure required standard and consistency in quality, at the commencement of item.
- ii. Check the laboratory and field tests carried out by the Contractor and develop a mechanism in consultation with BeMC to carry out adequate number of independent tests other than the regular testing done by laboratory personnel. All the cost for laboratory test shall be borne by Contractor
- iii. Order special tests of materials and/or completed works, order removal and substitution of improper materials and/or works as required.
- iv. The Supervision Consultant shall ensure proper establishment of field laboratories/quality control equipment on site by Contractors to conduct tests on equipment/materials/mixes being used for construction. Essential gauges, instruments etc. should be got calibrated periodically. The Consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests on equipment and materials of construction as per the applicable codes practice of construction and maintain adequate records thereof. The Consultant shall approve materials and ensure that the quality of works are in accordance with contract

specification, including testing of raw constituents and its product such as sand, chips, cement, concrete cube, steel bar etc. Quality assurance of all the materials used in the work according to relevant IS specification/CPHEEO Manual/ tender specifications and terms of contract, it must be observed whether the materials are 3rd party inspected besides dimensional check and physical appearances including quantity verification.

- v. The Supervision Consultant shall be responsible for the field supervision of carrying out of field tests on materials, structures etc. and obtaining necessary approvals thereon and maintaining adequate records thereof on the forms prescribed by the BeMC.
- vi. All documents related to quality control and register of quality control test shall be maintained and updated timely by the Consultant.
- vii. Verify the quality of material and equipment supplied by Contractor before sanctioning any mobilisation advance for material & equipment by BeMC.
- viii. Establish quality assurance system including verification of source of material and Certification
- ix. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings
- x. BeMC may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Supervision Consultant and the Contractor.

e. Environmental protection and safety during construction

- i. To direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs) and if required, instructing the Contractor to provide any necessary lights, guards, fencing and watchmen.
- ii. To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property.
- iii. To direct the Contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.
- iv. Advise the Contractor to adhere to guidelines of Environmental Climate, Social Sustainability Framework (ECSF) of KfW.
- v. The Consultant shall ensure that the Contractor comply with all the norms and rules as mentioned in OPCB guidelines w.r.t air, water, noise pollution during construction.
- vi. The Consultant shall ensure that the Contractor has taken adequate care for maintaining smooth flow of existing traffic during construction.

- vii. The Consultant shall ensure the contractual obligation such as implementation of labor laws, environmental/safety management system obligations and other statutory regulations are adhered during the construction to completion stage.
- viii. The Consultant shall submit compliance of environmental and social safe guard measures along with safety audit report mentioned above implemented by the Contractors.

f. Certification of Interim and final payments

- i. To make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract document.
- ii. Reconciliation of the quantities for the final bill shall be done by the Consultant before the final bill is submitted to BeMC. The Consultant shall ensure that all the test reports /certificates, guarantees, warrantees bonds are obtained.
- iii. Issue interim certificates for monthly payments to the contractors, and specify completion of parts of the total of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate.
- iv. Verification of work on its completion and issuing completion certificates for the completed works, so as to enable BeMC to record completion of the works. Verification by taking and recording joint measurements of the final bill to be submitted by the Contractors, process, certify and recommend as per the terms and conditions of contract agreement or release of final payment by BeMC and attend to the observations/ queries raised while processing the same for payments by BeMC.
- v. To verify the quantities of all items in the BOQ and suggest modifications to the same if necessary as per the prevailing site conditions, for the approval of BeMC.
- vi. Preparation of revised estimate etc., if required.
- vii. The Consultant shall suggest modifications, if any, due to site conditions and submit the recommendations along with cost variations on account of the same to BeMC for approval.
- viii. The Supervision Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Supervision Consultant following claims filed by the Contractor. The Supervision Consultant will be responsible for ensuring that all measurements are taken as per specifications and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. In processing contractual payments, the Supervision Consultant will certify that they have checked all the measurements and quality control tests. The Supervision

Consultant shall intimate the details of these check tests to the BeMC before undertaking them, so that the Municipal Engineer of BeMC or his officers could associate, if they wish to do so. The Supervision Consultant or any of his concerned experts shall do the repeat tests or measurements, if directed by the BeMC, in the presence of Municipal Engineer of BeMC or any of his representative. In case of any conflict the Supervision Consultant may do the test recheck in the presence of the Municipal Engineer limited to 2% of total measurement/quality control tests. In the event of such conflict the BeMC will release to the contractor 80% of the disputed amount as certified by the Supervision Consultant and then instruct the Supervision Consultant to respond to the discrepancies within 14 days. Any discrepancy found will be settled in the following interim payment certificates.

- ix. If Price adjustment clause is applicable to the contract, then, Consultant should certify interim & final payment certificate after incorporating price adjustment clause relevant to construction Contract.
- x. For liquidated damages caused by Contractor, Consultant should certify the amount of liquidated damage in payment certificates. Consultant should ensure adequate insurance provided by Contractor in respect of material, equipment and human resources. If any violation is found, then, Consultant should suggest penalty for Contractor to BeMC w.r.t Construction Contract.
- xi. In case of Force Majeure, Consultant should certify the period and recommend to the BeMC the impact of Force Majeure for execution of project relevant to construction contract.
- xii. The Supervision Consultant will prepare a comprehensive final completion report of the construction contract, after the project reaches a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over by BeMC. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by BeMC. The Supervision Consultant will summarize and consolidate in a single report the key information to prepare the final completion Report for the entire construction package.
- xiii. Assist third party inspections, if necessary, as decided by BeMC
- xiv. Assist the BeMC in issue of completion certificates.

g. Defects liability

- i. Defect Liability Period (DLP) for initial 12 months
- ii. Periodical inspection (minimum once every month and when requested by BeMC) of completed works for initial 12 months of DLP in accordance with the contract as and when required

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

h. Contract administration

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

i. Operation and Maintenance Manual approval

The Supervision Consultant shall review and approve the "Operation and Maintenance Manual" for the project prepared by the Contractor.

j. Record keeping and MIS

- i. Prepare realistic quarterly cash flow for the project in a format acceptable to the employer. Cash flow should identify budget estimates for all outstanding work which should be updated regularly.
- ii. Maintain records of all plan labour and material used in the construction of the works.
- iii. Assist BeMC in proper monitoring/ progress of works and implementation of project through computer aided project management technique and Management Information System (MIS)
- iv. Obtain and submit all the records and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the Contractor/ Consultant incorporating all such changes, duly authenticated as required for obtaining "Completion/Occupancy Certificate" from statutory authorities, wherever required.
- v. To write a day by day project diary which shall record all events pertaining to the admission of the Contract, request from and orders given to the Contractor, any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works
- vi. Prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report
- vii. Assist BeMC in providing clarifications/explanations to observations made, from time to time, by the Auditor
- viii. The Consultant shall prepare all periodical reports, applicable to the Projects, as may be required by PCB, Lenders, other stakeholders or the State Government etc. on behalf of BeMC

k. As-built drawings

- i. Obtain certification and submit verified & corrected "As Built Drawings" prepared by the Contractor at an appropriate scale indicating the details of all structure and services duly authenticated.
- ii. Review and finalise the "as built" drawings submitted by Contractor

l. O&M Manual

The Consultant shall review and approve the O&M manual submitted by the Contractor 6 (six) months prior to the completion of the project.

8. Deployment of Staff of Supervision Consultant

- a. The Supervision Consultant shall deploy its staff at the project site on a full-time basis throughout the period of the construction supervision services. The Project Manager will be the overall in-charge of the consultants' firm at site and will interact with the designated BeMC as well as with City Engineer/ Municipal Engineer on routine basis. Project Manager shall discharge all the duties and responsibilities of the Supervision Consultant.
- b. Some experts of the Consultant such as Electrical Engineer, Structural Engineer, Design Engineer, Horticulturist, Fishery Specialist are not required on full time basis and the same shall be mobilised by Consultant on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.

9. Action Requiring Specific Approval of the BeMC

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

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

10. Likely Additional Service

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

- a. Preparation of reports or additional contract documents for consideration of proposals for carrying out additional work;
- b. Any other specialist services by the Consultant, pertaining to the works

11. Outcome & Deliverables

The Consultant shall submit the following reports to BeMC:

DPR Preparation stage

- a) Inception Report within 1 month of mobilization
- b) Concept Plan for approval
- c) Detailed Project Report
- d) Tender documents

Construction Supervision Stage

- e) Supervision Manual
- f) Monthly Progress Reports - Describing works and services performed and issues encountered during the reporting month and scheduled activities to be submitted within a week of the end of the reporting period i.e. last day of every month.
- g) Quarterly Progress Reports - Describing in detail the implementation progress of all project components with issues highlighted to be submitted within a week of the end of the reporting period i.e. every quarter.

12. Working Arrangements

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

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

BeMC will be responsible to provide the office space at BeMC to the Consultant.

The consultant will be responsible to:

- Arrange for own office space and refurbishment of office space, furniture, equipment etc. required for setting up and maintenance of its office

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

- Arrange for communication, data processing, computers, printing equipment and necessary stationeries
- Arrange for all transportation and travelling required for the project and;
- Arrange for any training material, printouts, etc required for services.

13. Payment Schedule

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

a. Payment for preparation of DPR of Agula Water Body

S No	Deliverable	Timeline	% of Consultancy Fee payable at the milestone
1	Inception Report (1 soft copy & 3 hard copies)	15 Days after signing of Agreement	10%
2	Final Detailed Project Report (1 soft copy & 3 hard copies)	2.5 months from approval of Concept Plan & inception report	50%
3	Tender Documents (1 soft copy & 3 hard copies)	1 month of the approval of final DPR	20%
4	Signing of Agreement between Contractor and BeMC	3 month from the date of approval of tender documents	20%

b. Payment for Supervision of reclamation of 3 Water Bodies (Agula, Haridakhandi, Ramlingeswar)

I. For Ramalingeswar Water Body

S No	Deliverable	Timeline	% of Consultancy Fee payable at the milestone
1	Survey report, Review of DPR, Supervision manual, Approval of design, drawing, specification submitted by Works Contactor (1 soft copy & 3 hard copies)	1 Month from the signing of Agreement	5% after approval from Berhampur Municipal Corporation
2	3 Nos. of Quarterly Progress report (1 soft copy & 3 hard copies)	Every quarter after start of construction	15% per quarter after approval from BeMC (3 quarter payments will be made)
3	Submission of O&M Manual and	Before Completion	10% after approval from

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	As built Drawing and Completion Certificate (1 soft copy & 3 hard copies)	of Construction i.e. 12 th Month	Berhampur Municipal Corporation
4	40% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor (i.e If Works Contractor submits bill of value X % of the total work order value then the Consultant shall receive payment worth 40% of X% of the total work order value for Supervision Consultant		

II. For Haridakhandi Water Body

S No	Deliverable	Timeline	% of Consultancy Fee payable at the milestone
1	Survey report, Review of DPR, Supervision manual, Review and finalisation of design, drawing, specification prepared by BeMC (1 soft copy & 3 hard copies)	1 Month from the signing of Agreement	5% after approval from Berhampur Municipal Corporation
2	2 Nos. of Quarterly Progress report (1 soft copy & 3 hard copies)	Every quarter after start of construction	20% per quarter after approval from BeMC (2 quarter payments will be made)
3	Submission of O&M Manual and As built Drawing (if applicable) and Completion Certificate (1 soft copy & 3 hard copies)	Before Completion of Construction i.e. 6 th Month	15% after approval from Berhampur Municipal Corporation
4	40% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor (i.e If Works Contractor submits bill of value X % of the total work order value then the Consultant shall receive payment worth 40% of X% of the total work order value for Supervision Consultant		

III. For Agula Water Body

S No	Deliverable	Timeline	% of Consultancy Fee payable at the milestone
1	Survey report, Supervision manual, Finalisation of Good for Construction drawings in consultation with BeMC (1 soft copy & 3 hard copies)	1 Month from the signing of Agreement	5% after approval from Berhampur Municipal Corporation
2	3 Nos. of Quarterly Progress report (1 soft copy & 3 hard copies)	Every quarter after start of construction	15% per quarter after approval from BeMC (3 quarter payments will be made)
3	Submission of O&M Manual, Review and approval of As built Drawing (if required by BeMC), Completion Certificate (1 soft copy & 3 hard copies)	Before Completion of Construction i.e. 12 th Month	10% after approval from Berhampur Municipal Corporation
4	40% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor (i.e If Works Contractor submits bill of value X % of the total work order value then the Consultant shall receive payment worth 40% of X% of the total work order value for Supervision Consultant		

- It is to be ensured that the Contractors submit the bill for each month, If not, the payment to Consultant for Sr. No.4 of above table (for payment of Supervision Consultant) shall be held to that extent.
- The payment cycle for quarterly payments shall start only after the commencement of construction.

Consultant has to submit Performance Security of 10% of Contract value before entering into Agreement. Performance Security validity should be 24 month from signing of Agreement and will be released after Defect Liability Period of Works Contractor subject to deduction if any as per terms & conditions of Contract.

14. Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the BeMC in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of OUIDF & BeMC and shall not be used for

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any purpose other than that intended under these Terms of Reference without the permission of the OUIDF. The Consultancy shall stand completed on satisfactory acceptance by BeMC & OUIDF of all the Deliverables of the Consultant. BeMC shall issue a certificate to that effect.

15. Tentative Timeline

Activity	Ramalingeswar	Haridakandi	Agula
Appointment of Consultant	30-Apr-2017	30-Apr-2017	30-Apr-2017
Start of DPR preparation activity for Agula Water Body	-	-	07-May-2017
Appointment of Contractor for Agula Water Body	-	-	01-Dec-2017
Mobilisation & start of construction supervision	07-May-2017	07-May-2017	01-Dec-2017
Completion of construction supervision	01-May-2018	01-Nov-2017	01-Dec-2018
Defects Liability Period	01-May-2019	01-Nov-2018	01-Dec-2019

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 of DPR for Reclamation of Agula Water Body and Supervision of Construction and Reclamation of Agula, Haridakhandi and Ramalingeswar Water Bodies at Berhampur by Berhampur Municipal Corporation

Dear sir,

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

1. The technical and financial proposals are unconditional and unqualified.
2. All information provided in the proposal and in the Appendices are true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/ We shall make available to OUIDF any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of OUIDF to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public BeMC nor 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 BeMC 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 BeMC 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.50,000/- (Rupees Fifty Thousand) in the form of Demand Draft, in accordance with the RFP document.
16. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. We agree to keep this offer valid for 180 days from the proposal Due Date specified in the RFP.
18. A Power of Attorney in favor of the 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: Selection of Consultant for Preparation of DPR of Reclamation for Agula Water Body and Supervision of Construction and Reclamation for Agula, Haridakhandi, Ramalingeswar Water Bodies at Berhampur Municipal Corporation

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.....

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 DPR of Reclamation for Agula Water Body and Supervision of Construction and Reclamation for Agula, Haridakhandi, Ramalingeswar Water Bodies at Berhampur Municipal Corporation 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 Berhampur Municipal Corporation in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the OUIDF, and, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

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

Notes:

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common stamp affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.

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

ANNEXURE-V

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

- 1 a) Name:
 - b) Date of Incorporation/Commencement:
2. Brief Description of Company including details of its main line of Business
3. Shareholding of the Bidder
4. List of Directors:
5. Details of Individual who will serve as the point of contact/communication to Client:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone No:
 - f) Email Address:
 - g) Fax Number:
 - h) PAN No:
 - i) Service Tax 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. lakh)
		From Consultancy Business
1	2013-2014	
2	2014-2015	
3	2015-2016	

Statutory Auditor

Name of Audit Firm:

Seal of Audit Firm:

Name of Partner:

Membership No:

Firm Registration No.

Contact No:

Address:

Note:

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

ANNEXURE VII

A. Eligible Project Experience of Bidder from DPR Preparation Work of Reclamation of Waterbody Project/Riverfront Development/Lake front development Project/Water Park in last five years

(Following Tables shall be filled in by Bidder)

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

Name & Signature of Authorized Signatory

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

B. Eligible Project Experience of Bidder from Supervision of Construction Work for Reclamation of Waterbody Project/Riverfront Development/Lake front development Project/Water Park in last five years

(Following Tables shall be filled in by Bidder)

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

**Name & Signature of
Authorized Signatory**

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

Annexure-VIII: CV of Key Personnel

A.

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

B. CV of Key Position

1	Proposed Position				
2	Name of Firm				
3	Name of Staff				
4	Date of Birth				
5	Nationality				
6	Education	Degree	Institution	Year	
8	Professional Memberships				
9	Other Training & Publications				
10	Countries of Work Experiences				
11	Language	Speak	Write	Read	
12	Employment Record	From : To:			Position Held
	Employer Name & Address with Contact No				
	Detail task assigned as per				

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

	TOR	
	For Project Manager	
	Details of projects handled in Supervision Consultancy Work in Reclamation of Water Bodies/Waterfront Development	<ul style="list-style-type: none"> ▪ Name of the project: ▪ Nature of the Project: ▪ Client Name: ▪ Client Contact No & Address: ▪ Project Duration- Start date: End Date: ▪ Name of ULBs involved/Implementing Agency Involved: ▪ Project Cost of ULBs In In Rs. Crore: ▪ Scope of Work of the proposed expert involved in the project <p>Does the project involve Supervision Consultancy/PMC of Water Bodies Reclamation/Waterfront development</p>
	For Architect/Urban Planner	
	Details of projects handled in DPR Preparation Work in Reclamation of Water Bodies/Waterfront Development	<ul style="list-style-type: none"> ▪ Name of the project: ▪ Nature of the Project: ▪ Client Name: ▪ Client Contact No & Address: ▪ Project Duration- Start date: End Date: ▪ Name of ULBs involved/Implementing Agency Involved: ▪ Project Cost of ULBs In In Rs. Crore: ▪ Scope of Work of the proposed expert involved in the project <p>Does the project involve DPR Preparation of Reclamation of Waterbodies/Waterfront development</p>
	For Site Engineers	
	Details of projects handled in Supervision Consultancy Work in any Infrastructure Project	<ul style="list-style-type: none"> ▪ Name of the project: ▪ Nature of the Project: ▪ Client Name: ▪ Client Contact No & Address: ▪ Project Duration- Start date: End Date: ▪ Name of ULBs involved/Implementing Agency Involved: ▪ Project Cost of ULBs In In Rs. Crore: ▪ Scope of Work of the proposed expert involved in the project <p>Does the project involve Supervision Consultancy of Reclamation of Waterbodies/Waterfront development</p>

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

Notes:

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

Annexure-IX: Legally binding signed declaration of undertaking

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

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

(Signature(s))

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

ANNEXURE X: SALIENT ASPECT OF TECHNICAL PROPOSAL

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

1. Clarity on Completeness of Bids

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

2. Approach & Methodology , Work Plan & 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 proposed to be undertaken and the deployment schedule of staff. In case the key staff is to be supported by additional staff, the same shall be reflected in the approach and methodology. The work plan and manning schedule shall be provided in the form of bar chart. It must be supplemented with diagrams, tables and in case of complex work, appropriate graphics.

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

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

iv. Approach for carrying out construction supervision

Work Plan (DPR preparation & Construction Supervision)

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	
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Key Staff															
1															Subtotal (1)
2															Subtotal (2)
3															Subtotal (3)
4															Subtotal (4)
Support Staff															
5															Subtotal (5)
6															Subtotal (6)

3. Comments on Term of Reference

In this section, the bidder shall comment on the following

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

The proposal shall at least cover the above three aspects.

The Project Manager shall make a presentation on the proposed approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power Point Presentation shall be made only by the Project Manager. Any other representative of the Bidder shall not be permitted to make the presentation

ANNEXURE XI: FINANCIAL PROPOSAL

(On the letter head of Bidder)

Selection of Consultant for Preparation of DPR of Reclamation for Agula Water Body and Supervision of Construction and Reclamation for Agula, Haridakhandi, Ramalingeswar Water Bodies at Berhampur by Berhampur Municipal Corporation

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 (Rs.) In figures	Consultancy Fees (Rs.) in words
Preparation of DPR for Reclamation of Agula Water Body		
Construction Supervision for Reclamation of Agula Water Body		
Construction Supervision for Reclamation of Haridakhandi Water Body		
Construction Supervision for Reclamation of Ramlingeswar Water Body		
Total		
Service Tax		
Grand 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 Service Tax
3. 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 (Rs.)	Working days (month)	Total cost (Rs.)
Project Manager				
Architect				
Site Engineer 1				
Site Engineer 2				
Other staff proposed for the assignment				
		Subtotal Staff		

II. Direct expenses

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

III. Out of pocket expenses

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

(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 shall be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the ULB and a consultant or between consultants and present or future contractors.

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

a. ULB and consultants:

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

b. Consultants and contractors:

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

reference or the proposed documentation are also eligible for the consequent assignment or project.

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

ANNEXURE -XIII

TRIPARTITE AGREEMENT FOR CONSULTANCY SERVICES

This Consultancy Agreement (hereinafter called the "**Contract**") is made on ____ day of the month of _____, 2017, 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 represented by Financial Adviser Cum Administrative Officer, OUIDF (hereinafter called "**OUIDF**" or "**Client**" which includes its successors and permitted assigns), of the First Part

and

_____ represented by their respective Municipal Commissioners Berhampur Municipal Corporation (hereinafter called the "**BeMC**" which includes its successors and permitted assigns), of the Second Part

and

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

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

WHEREAS

- a) BeMC is desirous of implementing Reclamation of Water Bodies Project and has sought the assistance of Client in engagement of Consultant for Preparation of DPR of Reclamation of Water Body at Agula Water Body & Supervision of Construction &reclamation of Water Bodies at Agula, Haridakhandi & Ramalingeswar in BeMC.
- 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:

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

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

APPENDICES

- a) APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP Notice No. /2017 dated _____ 2017
 - b) APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
 - c) APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS :-(As per clause 3.1.4.1 of RFP)
 - d) APPENDIX D - ROLE OF BeMC/ CLIENT: - (As per TOR of the RFP)
 - e) APPENDIX E - BREAKDOWN OF LUMP SUM PRICES
 - f) APPENDIX F - RFP ,LETTER OF AWARD & CONSULTANT’S BID
 - g) APPENDIX G- PRE-BID MINUTES OF MEETING & ADDENDUM (If any issued)
 - h) APPENDIX H-MODEL PERFORMANCE GUARANTEE
2. The rights and obligations of the Client, BeMC and the Consultants shall be as set forth in the Contract, in particular:
 - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.
 - c) BeMC shall provide necessary assistance to the Consultants and also carry out the duties in accordance with the provisions of the Contract.

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

For and behalf of Client	
Financial Advisor-Cum-Administrative Officer, OUIDF	
For and behalf of BeMC	
Municipal Commissioner, Berhampur Municipal Corporation	
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. "Bank" means KfW Development Bank, Germany;
- c. "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;
- d. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e. "foreign currency" means any currency other than the currency of the Government;
- f. "GC" means these General Conditions of Contract;
- g. "Government" means the Government of the Client's country;
- h. "local currency" means the currency of the Government;
- i. "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,
- j. "Party" means the Client or BeMC or the Consultant, as the case may be, and "Parties" means all three of them;
- k. "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;
- l. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- m. "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- n. "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 respective project sites at Berhampur under Berhampur Municipal Corporation 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 BeMC or the Consultant 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, as the case may be, and shall not be effective until the consent of the KfW Bank has been obtained.

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 Client, 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 Client 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 milestone achieved 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 BeMC shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties or any statutory law relating operation of Contract which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.

5.3. Services and Facilities

The Client/ BeMC 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 foreign currency is set forth in the SC.

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, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1. General Provisions	
1.3	The language is English
1.4	<p><u>For the Client:</u></p> <p>Financial Advisor cum- Administrative Officer , OUIDF Trust, Zone A/2, Fourth Floor, Fortune Towers, Bhubaneswar-751023 Phone: 0674-2300396, 2300397 ; email: ouidf.hudd@gmail.com</p> <p><u>For BeMC:</u></p> <p>Municipal Commissioner, Berhampur Municipal Corporation Berhampur - 760002, Ganjam, Odisha Phone: 0680-2250290 Email: mcbemc08@gmail.com Website : berhampur.gov.in</p> <p><u>For the Consultant:</u> _____</p> <p>Address: _____</p> <p>email: _____</p>
1.6	<p>Authorised Representative of Client: Sr. Project Manager, OUIDF</p> <p>Authorized Representatives of BeMC: _____</p> <p>Authorised Representative of Consultant:</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.2	Effective Date: _____

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

2.3	On completion of Defects Liability Period for the 3 water bodies.
3. Obligations of Consultant	
3.1	<p>Addition to Clause 3.1 of GC</p> <p>Procurement Rules of Funding Agencies: Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the Finance Department Government of Odisha as long as they are compatible with KfW Procurement Guidelines and shall at all times exercise such responsibility in the best interest of the Client.</p>
3.2.3	<p>As per Clause 2.2 & Annexure XI of RFP</p> <p>For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets</p>
3.4	The Consultant shall take adequate insurance to cover any third party liability and professional indemnity insurance
3.5	Consultant shall not subcontract the work to any agency
3.7	Neither Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party
4.2	During the Contract Period if Project Manager is substituted/replaced then 20% of outstanding fee per man month of the Project Manager position mentioned in Financial Proposal will be deducted for remaining period of Contract, for other personnel 10% of outstanding fee per man month mentioned in the Financial Proposal will be deducted for remaining period of Contract. The total compensation towards penalty of this clause should not exceed 20% of Contract Value.
5	Obligations of the Client
5.1	<p>Addition to Clause 5.1 of GC</p> <p>Obligations of ULBs</p> <p>i. BeMC shall assist the Consultant in providing all infrastructure for</p>

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

	<p>Office Space, Utilities, Counterpart staff for providing information</p> <p>ii. BeMC shall provide DPR of Haridakhandi and Ramalingeswar water bodies, all maps ,drawings and documents, reports submitted by Works Contractors for supervision of work.</p>
6. Payment to the Consultants	
6.2	Price payable exclusive of Service Tax is Rs. _____
6.4	<p>i. No Advance payment</p> <p>ii. Payment to Consultants shall be made as per Appendix B</p> <p>The Non-compliance to the time schedule or any violation of the Contract by the Consultant shall entitle Client to encash the Performance Guarantee. 0.5% of Contract value as liquidated damage per week shall be deducted for delay in submission of each deliverables/each stages/each milestone subject to maximum of 10% of the Contract value.</p> <p>On completion of Defect Liability Period of Works Contractor of one year, 10% of Performance Guarantee shall be released subject to any deductions.</p> <p>The payments are subject to the acceptance of the reports and documents by Client for every stage of the Project. Performance Guarantee (10% of Contract Value) will be released after Defect Liability Period for Construction Contractor of Three Water Bodies .</p>
6.5	<p>i. Payment shall be made within fifteen (15) days of receipt of the invoice and the relevant documents specified in Appendix B and after approval of Client & BeMC</p> <p>ii. Interest shall not be paid for delayed payments.</p>
7. Settlement of Disputes	
7.2	<p>In the case of dispute arising upon or in relation to or in connection with the contract between the 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>

RFP FOR SELECTION OF CONSULTANT FOR PREPARATION OF DPR FOR RECLAMATION OF AGULA WATER BODY AND SUPERVISION OF CONSTRUCTION OF RECLAMATION OF AGULA, HARIDAKHANDI AND RAMALINGESWAR WATER BODIES AT BERHAMPUR BY BERHAMPUR MUNICIPAL CORPORATION

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.

APPENDICES

APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP Notice No. /2017 dated _____/2017

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

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS :-(As per TOR of RFP)

APPENDIX D - ROLE OF ULBs/ CLIENT: - (As per TOR of the RFP)

APPENDIX E - BREAKDOWN OF LUMP SUM PRICES

APPENDIX F - RFP , LETTER OF AWARD & CONSULTANT BID

APPENDIX G- PRE-BID MINUTES OF MEETING & ADDENDUM IF ANY ISSUED

APPENDIX H-MODEL PERFORMANCE GUARANTEE

Appendix-H
Model Performance Guarantee

Address of Guarantor Bank:.....

.....
.....

Address of Beneficiary (Client):

The Secretary, OUIDF-cum- Ex-Officio
Special Secretary to H&UD Dept.
1st floor, Annexe -B, Odisha secretariat,
Bhubaneswar, Odisha -751001

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, Bhubaneswar, Account No. 3249633555 of State Bank of India, secretariat Branch, Bhubaneswar, IFSC: SBIN0010236 for account of **OUIDF** (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