



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

**RFP NOTICE No. 2/2017/ dated 28.08.2017**

**REQUEST FOR PROPOSAL (RFP)**

**Selection of Consultant for Supervision of Construction of Reclamation  
of Haridakhandi and Ramalingeswar Water Bodies at Berhampur  
Municipal Corporation**

**Letter of Invitation (LoI)**

1. Sealed Bids are invited by OUIDF for selection of Consultant for Supervision of Construction of Reclamation of Haridakhandi and Ramalingeswar Water Bodies at Berhampur Municipal Corporation from Nationally Reputed Consultancy firms.
2. RFP document can be downloaded from the websites [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) and [www.ouidf.in](http://www.ouidf.in).
3. Pre-bid meeting will be held on 07/09/2017 at 11:00 A.M in the office of OUIDF Trust, Zone A/2, Fourth Floor, Fortune Towers, Bhubaneswar-751023
4. The Bidders shall submit their proposals latest by 11/10/2017 upto 4.00 P.M.
5. The Technical Proposal shall be opened on 12/10/2017 at 11:00 A.M of next day of (Proposal Due Date) PDD in the presence of Representatives of Bidders at office of OUIDF.
6. Name of the Work

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

Interested Bidders may obtain further information from the office of 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](mailto:ouidf.hudd@gmail.com)

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Secretary OUIDF

## 1. Introduction

- 1.1 Background of Project:** The Government of Odisha, with assistance from KfW has set up Orissa Urban Infrastructure Fund (OUIDF) to facilitate systematic development and financing of urban infrastructure projects in the state of Odisha. OUIDF intends to appoint Consultant for Supervision of Construction of Reclamation for Haridakhandi and Ramalingeswar Water Bodies at Berhampur Municipal Corporation (the "Project").
- 1.2 Request for Proposal:** OUIDF invites Proposals (the "Proposals") from Consultants for Supervision of Construction of Haridakhandi, and Ramalingeswar Tanks 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	07/09/2017 at 11:00 AM/PM
2	Proposal Due date(PDD)	11/10/2017 at 4:00 PM
3	Date of Technical Opening	12/10/2017 at 11:00 AM of next day of PDD
4	Letter of award(LOA)	Within 30 days of PDD
5	Signing of Agreement	Within 45 days of PDD
6	Validity of Application	180 days from Proposal Due Date

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

The venue of Pre-Proposal /Pre Bid Conference shall be:

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

- 1.8 Communications:** All communications including the submission of Proposal should be addressed to 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](mailto:ouidf.hudd@gmail.com)

## 2. INSTRUCTIONS TO BIDDERS

### A. General

## **2.1 Conditions of Eligibility of Bidders**

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

2.1.2 The Bidder shall fulfill the following:

- a) 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 one Work Order value of Rs.20 (Twenty) lakhs in last ten 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.
- b) 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. Net-worth as on 31<sup>st</sup> March 2016 shall be positive.
- c) Conditions shown in 2.1.2(a) to (b) are minimum qualifying criteria. The Bidder not meeting the above requirement will not be considered for further evaluation.

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

## **B. Documents**

### **2.7 Contents of the RFP**

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

#### **Request for Proposal**

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

#### **Annexures:**

- Annexure I: Terms of Reference
- Annexure II: Cover Letter
- Annexure III: Statement of Legal Capacity
- Annexure IV: Power of Attorney
- Annexure V: Details of Bidder
- Annexure VI: Financial Qualification of Bidder
- Annexure VII: Eligible Project Experience 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 by Bidders

- 2.8.1 Bidders requiring any clarification on the RFP may send their queries to OUIDF in writing/through e-mail before the date of pre bid meeting. The emails shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFP for selection of Consultant for Supervision of Construction of Reclamation of Haridakhandi and Ramalingeswar Water Bodies at 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 in good time, no later than 14 calendar days prior to the PDD in Website [www.ouidf.in](http://www.ouidf.in) & [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) . Thus, all bidders shall keep themselves informed about answers / clarifications by checking the website regularly. If necessary, the PDD will be postponed accordingly. The Minutes of the Pre-Bid Meeting / Addenda/Corrigenda shall form 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. The bidders whose queries are received by email/ written will be notified through e-mail, simultaneously and in good time, no later than 14 calendar days prior to the PDD and also notified in OUIDF Website.

## C. Preparation and Submission of Proposal

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

## 2.11 Format and signing of Bid

- 2.11.1 The Bidder shall provide all the information sought under this RFP. OUIDF would evaluate only those Proposals that are received in the specified format and complete in all respects.
- 2.11.2 The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". In the event of any discrepancy between the original and its copies, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/ DVD/USB in PDF format. . Bid is rejected if financial proposal is included in CD/DVD/USB

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

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 70 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. The Financial Proposal shall take into account all expenses and tax liabilities except Service Tax / GST (as applicable). 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. .
  - 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



Supervision of Construction of Reclamation of 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 by uploading in the referred Website.

## **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 along with letter from Authorised Representative of Bidder (Power of Attorney holder).. 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 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 at the Venue specified in Clause 1.8 and in the presence of the Bidders who choose to attend. The envelopes marked "**Technical Proposal**" shall be opened first. The envelopes marked "**Financial Proposal**" shall be kept sealed for opening at a later stage.
- 2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.19.3 Prior to evaluation of Proposals, OUIDF will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) The Financial Proposal (Annexure XI) is submitted in separate sealed envelope with address and contact no. of Bidder.
  - b) Both sealed Technical Proposal and sealed Financial Proposal are enclosed in bigger outer envelope, properly sealed and with address, contact no. and subject super scribed on it.

- c) The Technical Proposal is received in the format from Annexure II to Annexure X in hard copies and in PDF format in a CD/DVD/USB.
  - d) It is received by the PDD including any extension thereof pursuant to Clause 2.15;
  - e) It is accompanied by the Bid Security as specified in Clause 2.18;
  - f) It is accompanied by the Power of Attorney;
  - g) It contains all the information (complete in all respects) as requested in the RFP;
  - h) It does not contain any condition or qualification; and
  - i) It is not non-responsive in terms hereof.
- 2.19.4 OUIDF reserves the right to reject any Proposal which is non responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OUIDF in respect of such Proposals.
- 2.19.5 OUIDF shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 3 of this RFP.
- 2.19.6 After the technical evaluation, OUIDF shall prepare a list of shortlisted Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all shortlisted Bidders for announcing the result of technical evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. OUIDF will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2, 3.3 and 3.4. The Financial Proposal of Bidders 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 from Bidders**

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

## **E. Appointment of Consultant**

### **2.22 Negotiations**

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

### **2.23 Indemnity**

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

### **2.24 Award of Consultancy**

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

### **2.25 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected 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 4 (Four) weeks of the date of the Agreement or such other date as may be mutually agreed. If the Consultants fail to either sign the Agreement as specified in Clause 2.25 or commence the assignment as specified herein, OUIDF may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated and the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.18.4.

### **2.27 Proprietary data**

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

## **3. CRITERIA FOR EVALUATION**

### **3.1 Evaluation of Technical Proposals**

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

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

Sr. No.	Position/Criteria	Marks
1	Key Personnel (as detailed in Clause 3.1.3 & 3.1.4 )	60
2	<p><b>i. Clarity on Completeness of Bids-5 Marks</b></p> <p>a. Cover letter, Statement of Legal capacity, Power of Attorney, Declaration of Undertaking as per format (1 marks)</p> <p>b. CVs as per format (2 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><b>ii. Approach &amp; Methodology - 20 Marks</b></p> <p>a. Understanding of the scope of work (8 marks)</p> <p>b. Site appreciation (2marks)</p> <p>c. Proposed methodology of Consultant for undertaking the assignment (10marks)</p> <p><b>iii. Work Plan - 5 Marks</b></p> <p><b>iv. Manning Schedule-5 Marks</b></p> <p><b>v. Comments on ToR - 5 Marks</b></p> <p>Approach and Methodology, Work Plan and Manning schedule shall be provided as per the formats given in Annexure X</p>	40
	<b>Total</b>	<b>100</b>

The Project Manager shall make a presentation on the proposed approach for undertaking the assignment and also demonstrate their capability to undertake the tasks proposed. Power Point Presentation shall be made only by the Project Manager. Any other representative of the Bidder shall not be permitted to make the presentation. However in case of any unavoidable circumstances beyond control of the Bidder, other Authorized Person can be allowed with permission of Client.

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

SL No	Position	Maximum Marks
1	Project Manager	40
2	Site Engineer	20
	<b>Total</b>	<b>60</b>

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)	Responsible for overall project planning and management, construction supervision and quality control of works.	Graduate in Civil Engineering with minimum 7 years of experience in construction supervision and quality control of works for urban infrastructure projects. The Project

Sr. No.	Position	Tasks Assigned	Qualification & Experience
			Manager shall have carried out construction supervision/ Project Management of at least one Water Bodies Reclamation, Water Park, River Front Development, Lake Front Development, Water Supply, Sewerage project with a project cost of at least Rs. 10 Cr.
2	Site Engineer ( 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>	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/Park Development projects.

#### 3.1.4.2. Marking of Key Personnel

The (minimum) criterion for Marking of qualified Persons to be deployed is as below:-

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	1 Project	More than 2
Marks for Project Manager	7 marks	10 marks(Cum)	7 marks	1mark for each completed year beyond 7 years subjected to maximum 18 marks(Cum)	8 marks	2 mark for each completed project beyond 2 subjected to maximum 12 marks(Cum)
Site Engineer	Degree in Civil Engineering	Higher qualification	2 Years	More than 2 Years	1 Project	
Marks for	6 marks		4 Marks	1 mark for	4 mark	1mark for

Position	Marks for Qualification		Marks for experience		No. of Eligible Projects	
	Minimum	Additional	Minimum	Additional	Minimum	Additional
Site Engineer				each Completed year beyond 2 Year subjected to maximum 8 marks(Cum)		each completed project beyond 1 subjected to maximum 6 marks(Cum)

Note: - Person having qualification and experience less than the prescribed Qualification and experience in the RFP will be marked as nil. Bid will be rejected if the Key Personnel proposed by the Bidder in the Technical Proposal do not have minimum Qualification as defined in Clause 3.1.4.1

### 3.2 Short-listing of Bidders

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

### 3.3 Evaluation of Financial Proposal

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

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

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

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

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

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

### 3.4 Combined Evaluation of Proposal

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

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

## 4. FRAUD AND CORRUPT PRACTICES



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

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

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

**"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/PRE-BID MEETING**

**5.1** Pre-Proposal Conference/Pre-Bid Meeting 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 is the 3<sup>rd</sup> 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 Tank** 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	Tank Bottom Area	m <sup>2</sup>	19545
3	Tank Top Area	m <sup>2</sup>	22400
4	Embankment top length	m	600
5	Embankment Average Width	m	3
6	Existing Bathing Ghats	No.	3

Berhampur Municipal Corporation appointed Contractor for implementation of the Project. The estimated project cost is Rs. 8.5 Cr. The period of implementation is 12 months from the date of award.

**Haradakhandi Tank** is an important water body in the Haradakhandi 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	Tank Bottom Area	m <sup>2</sup>	22830
3	Tank Top Area	m <sup>2</sup>	28908
4	Embankment top length	m	620
5	Embankment Average Width	m	5.5
6	Existing Bathing Ghats	No.	6

Berhampur Municipal Corporation appointed 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.

## 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 centers of the town. The intervention proposes renovation of the water body and beautification of the tanks. The following benefits are envisaged from the project.

- 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.
- 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.
- Environmental and Ecological Balance: Clear water and lush greenery of the tank will maintain the environment and would help in ecological balance.
- 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.
- 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 2 water bodies will have basic reclamation components such as de-watering, desilting, dewatering and construction of embankment. In addition to the basic reclamation components, Ramalingeswar and Haridakhandi tank will have recreational components such as boating, fountains, children's park, jogging track etc.

### **4. Scope of work of Construction Supervision for the 2 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 DLP. The scope of work for construction supervision shall include review 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.
- 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.
- to approve setting out of the works
- to verify and if necessary order correction of the as -staked drawings supplied 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.
- iii. The Consultant shall review the tender specifications for its completeness and suggest modifications if any to the BeMC.
- 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 3<sup>rd</sup> 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, to instruct the Contractor to provide any necessary lights, guards, fencing and watchmen.
- ii. To direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property.
- iii. To direct the Contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.
- iv. Advise the Contractor to adhere to guidelines of Environmental Climate, Social Sustainability Framework (ECSF) of KfW.
- v. The Consultant shall ensure that the Contractor comply with all the norms and rules as mentioned in OPCB guidelines w.r.t air, water, noise pollution during construction.
- vi. The Consultant shall ensure that the Contractor has taken adequate care for maintaining smooth flow of existing traffic during construction.
- vii. The Consultant shall ensure the contractual obligation such as implementation of labor laws, environmental/safety management system obligations and other statutory regulations are adhered during the construction to completion stage.
- viii. The Consultant shall submit compliance of environmental and social safe guard measures along with safety audit report mentioned above implemented by the Contractors.



**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. Four Quarterly Inspection of five days each 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

**5. 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 Architect, 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.

**6. 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

## **7. Likely Additional Service**

The Consultant may be required to carry out the following in the event of the contingencies arising for them on the request of the BeMC as per terms negotiated and based on unit rates of the 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

## **8. Outcome & Deliverables**

The Consultant shall submit the following reports to BeMC:

- a) Supervision Manual
- b) Monthly Progress Reports - Describing works and services performed and issues encountered during the reporting month and scheduled activities to be submitted last day of every month.
- c) 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.

## **9. Working Arrangements**

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

## 10. Payment Schedule

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

### Payment for Supervision of reclamation of 2 Water Bodies (Haridakhandi, Ramlingeswar)

#### I. For Ramalingeswar Tank

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 & three hard copies)	1 Month from the signing of Agreement	5% after approval from BeMC
2	3 Nos of Quarterly Progress report  (1 Soft Copy & three 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 As built Drawing and Completion Certificate  (1 Soft Copy & three hard copies)	Before Completion of Construction i.e. 12 <sup>th</sup> Month	10% after approval from BeMC
4	40% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor certified by Supervision Consultant upon payment (i.e If Works Contractor submits Certified bill of Consultant 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 Tank

S No	Deliverable	Timeline	% of Consultancy Fee payable at the milestone
1	Survey report, Review of DPR, Supervision manual, Approval of design,	1 Month from the signing of Agreement	5% after approval from BeMC

S No	Deliverable	Timeline	% of Consultancy Fee payable at the milestone
	drawing, specification submitted by Works Contactor (1 Soft Copy & three hard copies)		
2	2 Nos Quarterly Progress report (1 Soft Copy & three 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 and Completion Certificate (1 Soft Copy & three hard copies)	Before Completion of Construction i.e. 6 <sup>th</sup> Month	15% after approval from BeMC
4	40% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor certified by Supervision Consultant upon payment (i.e If Works Contractor submits Certified bill of Consultant 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.

### 11. 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 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.

## 12. Tentative Timeline

<b>Activity</b>	<b>Ramalingeswar</b>	<b>Haradhakandi</b>
Appointment of Consultant	01-Nov2017	01-Nov-2017
Mobilisation & start of construction supervision	15-Nov-2017	15-Nov-2017
Completion of construction supervision	15-Nov-2018	15-Nov-2018
Defects Liability Period	15-Nov-2019	15-Nov-2019

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**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 Supervision of Construction and Reclamation of Haridakhandi and Ramalingeswar Water Bodies at 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 including Pre-Bid Clarification and Addendum.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

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

(Name and stamp of Bidder)

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**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

Dear Sir,

**Sub:** Selection of        Consultant for        Supervision of Construction and Reclamation for 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 Supervision of Construction and Reclamation for 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:*

- 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/GST No:
6. Particular of Authorized Signatory of Bidder:
  - a) Name:
  - b) Designation:
  - c) Address:
  - d) Telephone No.:
  - e) Email Address:
  - f) Fax No:

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

**ANNEXURE-VI**

**Financial Qualification of Bidder**

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

**Statutory Auditor**

**Name of Audit Firm:**

**Seal of Audit Firm:**

**Name of Partner:**

**Membership No:**

**Contact No:**

**Address:**

**Note:**

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

**ANNEXURE VII**

**Eligible Project Experience of Bidder from Supervision of Construction Work for Reclamation of Water body Project/Riverfront Development/Lake front development Project/Water Park in last ten years of Rs.20 Lakhs**

(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 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.
- Experience as Minor Partner will not be considered



**Annexure-VIII: CV of Key Personnel**

**A. Summary of Key Personnel**

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience as required for Key Personnel	No of Eligible Projects as per clause No 3.1.4.1	Details of Eligible Projects
1	Project Manager					
2	Site Engineer					

**B.CV of Key Position**

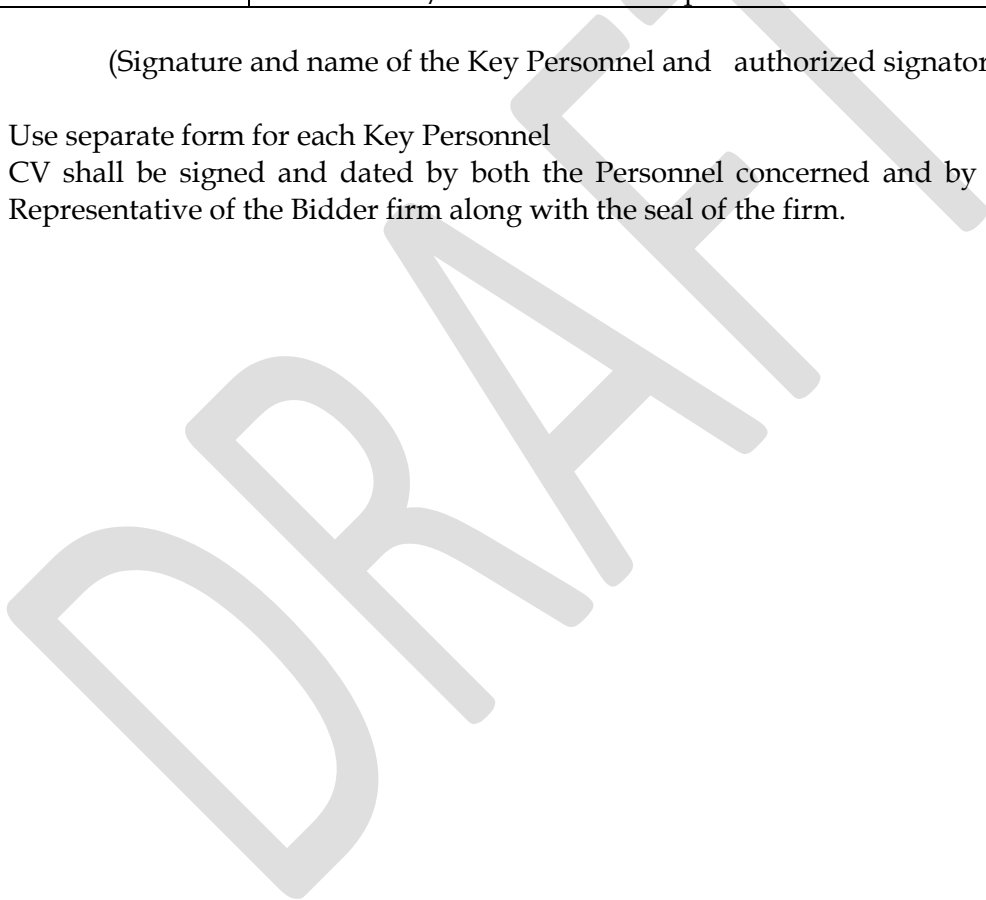
1	Proposed Position					
2	Name of Firm					
3	Name of Staff					
4	Date of Birth					
5	Nationality					
6	Education	Degree	Institution	Year		
8	Professional Memberships					
9	Other Training & Publications					
10	Countries of Work Experiences					
11	Language	Speak	Write	Read		
12	Employment Record	From :				Position Held
	Employer Name & Address with Contact No	To:				
	Detail task assigned as per TOR					
	<b>For Project Manager</b>					
	<b>Details of projects handled in Supervision Consultancy Work in Reclamation of Water</b>	<ul style="list-style-type: none"> <li>▪ Name of the project:</li> <li>▪ Nature of the Project:</li> <li>▪ Client Name:</li> <li>▪ Client Contact No &amp; Address:</li> <li>▪ Project Duration- Start date: End Date:</li> <li>▪ Name of ULBs involved/Implementing Agency Involved:</li> <li>▪ Project Cost of ULBs In In Rs. Crore:</li> </ul>				

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

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

**Notes:**

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



**Annexure-IX: Legally binding signed declaration of undertaking**

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

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

(Signature(s))

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

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

## ANNEXURE X: SALIENT ASPECT OF TECHNICAL PROPOSAL

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

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

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

- a. Understanding of the scope of work
- b. Site appreciation
- c. Proposed methodology of Consultant for undertaking the assignment
  - i. Deployment of staff and logistics
  - ii. Technical approach
  - iii. Approach for carrying out construction supervision

**Work Plan (Construction Supervision)**

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

**Manning schedule**

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

**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. Only in case of emergency, presentation by Authorised Representative can be allowed with approval of Client

**ANNEXURE XI: FINANCIAL PROPOSAL**

(On the letter head of Bidder)

Selection of Consultant for Supervision of Construction and Reclamation for Haridakhandi, Ramalingeswar Water Bodies at 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>	<b>Consultancy Fees (Rs.) In figures</b>	<b>Consultancy Fees (Rs.) in words</b>
Construction Supervision for Reclamation of Haridakhandi Water Body		
Construction Supervision for Reclamation of Ramlingeswar Water Body		
<b>Total</b>		
GST		
<b>Grand Total</b>		

Note:

1. The Financial Proposal is inclusive of all out pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.
2. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except Goods & Service Tax
3. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation
4. The Consultant may be required to carry out additional services in the event of the contingencies arising for them on the request of the BeMC as per terms negotiated and based on unit rates of the Financial Proposal

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.)	Manmonth	Total cost (Rs.)
Project Manager				
Site Engineer				
<b>Other staff proposed for the assignment</b>				
		<b>Subtotal Staff</b>		

#### II. Direct expenses

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

#### III. Out of pocket expenses

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

(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.

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**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 4<sup>th</sup> Floor, Zone A/2, Fortune Towers, Bhubaneswar - 751023 represented by Financial Adviser Cum Administrative Officer, OUIDF (hereinafter called "**Employer**" 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 1956/2013 and having its registered office at \_\_\_\_\_, **India** and represented by its Authorised Representative \_\_\_\_\_ (hereinafter called the "**Consultants**"), which includes its successors and permitted assigns), of the Third Part

Each of Employer, 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 Employer in engagement of Consultant for Supervision of Construction & reclamation of Water Bodies at Haridakhandi & Ramalingeswar in BeMC.
- b) the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- c) the Consultants, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

Annex 1: (Declaration of Undertaking)

Annex 2: (Remuneration and Invoicing)

Annex 3: (Terms of Reference)

Annex 4: Project Specific Provisions including CV of Key personnel with Addendum/Pre-Bid Clarifications (RFP No.        Dated:        ) and Consultant Bid

Annexure 5: Model Performance Guarantee

Annexure 6: KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de) under "Procurement")

2. The rights and obligations of the Employer, 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.

<b>For and behalf of Client</b>	
Financial	Advisor-Cum-Administrative Officer, OUIDF
<b>For and behalf of BeMC</b>	
Municipal	Commissioner, Berhampur Municipal Corporation
<b>For and on behalf of Consultant</b>	
Authorised Representative	

## GENERAL CONDITIONS

### 1. GENERAL PROVISIONS

#### 1.1. Applicable Regulations

1.1.1. The following regulations are considered to have been agreed between the Parties unless otherwise agreed in the Special Conditions.

The applicable contractual regulations between the Parties (hereinafter referred to as the "Contract") consists of the conditions of this consulting Contract (General Conditions and Special Conditions) along with the following contractual annexes<sup>1</sup>:

- (i) Annex 1 [Declaration of Undertaking]
- (ii) Annex 2 [Remuneration and Invoicing]
- (iii) Annex 3 [Terms of Reference]
- (iv) Annex 4 [Project-specific Provisions]
- (v) Annex 5 [Performance Security]

Furthermore, the KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries (available at [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de) under "Procurement") form an integral part of the Contract.

#### 1.2. Parties:

1.2.1. The addresses and authorised representatives of the contractual Parties to whom all communications are to be served are listed under the Special Conditions. If the Consultant does not originate from the project country, it shall also nominate to the Employer and KfW an individual at the Consultant's place of business who may be reached at any time in cases of emergency or crisis and shall immediately inform the Employer of any change in this regard

#### 1.3. Written Form & Language

1.3.1. Amendments and supplements to this Contract, including to this written form clause, require the written form and shall be, as with all communication between the Parties, in the language agreed in the Special Conditions of this Contract.

#### 1.4. Applicable Law

1.4.1. The Special Conditions contain the law applicable to this Contract.

#### 1.5. Assignment and Sub-contracts

1.5.1. The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the prior written consent of the Employer, which shall not be provided without the consent of KfW.

1.5.2. If the Consultant intends to assign part of the contractual Services to others, it shall inform the Employer and KfW thereof at least 14 days before signing a corresponding sub-contract. If the Employer or KfW rejects such an assignment, the Consultant shall refrain from signing the respective sub-contract. In cases where the Services are sub-contracted, the Consultant's obligations to fulfil the Contract shall remain unaffected. The Consultant shall ensure that the sub-contractor fulfils all requirements of this Contract, in particular also in relation to corruption avoidance and confidentiality.

#### 1.6. Transfer of Ownership and Rights of Use

1.6.1. The Consultant shall transfer to the Employer on the date on which any such rights arise, and in any event no later than on the date on which they are acquired:

- a) all transferable rights arising from the Services performed on the basis of this Contract,
- b) ownership of all studies, reports and associated data and documents that are created in connection with this Contract, or studies, reports and associated data and documents made available to the Employer as well as software produced or adapted and,
- c) on completion of the Services, legal title to the items of equipment obtained by means of this Contract.

Insofar as a transfer of such rights according to (a) is not possible, the Consultant shall irrevocably grant to the Employer unrestricted, transferable, licensable and exclusive rights of use and exploitation that are unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that any relevant creator of such transferrable rights waives its exercise of any such relevant rights.

1.6.2. The Consultant shall issue all information requested by the Employer and KfW in connection with this Contract, and shall make available free of charge all requested records, documents and information. This obligation shall remain effective after termination of the Contract for a period of 24 months.

## **1.7. Confidentiality and Publication**

1.7.1. Without prejudice to any statutory obligations of disclosure imposed on it, the Consultant shall keep confidential all documents passed on to it by the Employer and if applicable by KfW, as well as all information exchanged and knowledge acquired concerning this Contract and its implementation, unless the Employer or KfW have authorised disclosure in writing or the information was already in the public domain before the Contract was signed.

## **1.8. Corruption and Fraud**

1.8.1. When discharging their obligations under this Contract, the Consultant, its representatives and its employees shall comply with all applicable laws, rules, regulations and provisions of the relevant legal systems, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

1.8.2. The Consultant warrants with its signature that the declarations named in Annex 1 [Declaration of Undertaking] are true and correct and undertakes that it will fulfil the obligations and rules of conduct set out therein in connection with the implementation of this Contract.

1.8.3. The Consultant undertakes to immediately notify the Employer in detail and in writing if the Consultant is induced by a public official or any other persons to make illegal payments. A public official shall be:

- a) any official or employee of a public authority or an enterprise under the ownership or control of a government;
- b) any person who performs a public function;
- c) any official or staff member of a public international Organization;
- d) any candidate for a political office; or
- e) any political party or officials of a political party

## **1.9. Reimbursements**

1.9.1. All reimbursements, insurance payments, guarantee payments or similar payments, if any, shall be made for the account of the Employer to KfW, Frankfurt am Main, BIC: KFWIDEFF,

account IBAN: DE53 5002 0400 3800 0000 00, which KfW shall credit to the Employer. If such payments are made in Local Currency, they shall be made to a special account of the Employer specified in the Special Conditions. The amounts reimbursed for the portion financed by KfW may, with KfW's consent, be used again, principally for further implementation of the Project.

#### **1.10. Partial Invalidity**

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

### **2. THE EMPLOYER**

#### **2.1. Duty of Cooperation**

2.1.1. The Employer is obliged to perform the duties of cooperation to which it is subject free of charge and without delay. During the term of this Contract, the Employer shall, free of charge, in particular place at the disposal of the Consultant all data, documentation and information concerning the contractual Services that are available to it and shall support the Consultant as far as reasonably possible, if applicable also in consultation with KfW.

#### **2.2. Taxes**

2.2.1. If and insofar as the Consultant and its foreign staff are obliged to pay taxes, duties, levies and other charges in connection with the Services performed according to this Contract in the project country, which are connected with:

- a) payments to the Consultant or its foreign staff;
- b) services which are rendered by the Consultant or its staff;
- c) equipment, materials, and supplies necessary for the performance of the services,

and insofar as these costs have not already been allowed for in the Order Value according to the Special Conditions and Annex 2 [Remuneration and Invoicing], on provision of evidence of the corresponding payments the Employer shall include in the final payment to the Consultant a reimbursement for all amounts paid in this regard.

#### **2.3. Remuneration**

2.3.1. The remuneration obligations of the Employer are defined in Paragraph 5 [Remuneration]

### **3. THE CONSULTANT**

#### **3.1. Scope of Services**

3.1.1. The Consultant shall render the Services assumed by it as described in detail in the Special Conditions and Annex 3 [Terms of Reference] ("Services") in full and on time with the required due care in accordance with professional practice and recognised quality standards (current scientific and generally accepted engineering standards).

3.1.2. Changes to the Services described in paragraph 3.1.1. or the remuneration according to paragraph 5 or changes that affect KfW's legal position may only be agreed with the previous consent of KfW

#### **3.2. Reporting**

3.2.1. The Consultant shall report to the Employer according to the Special Conditions about the progress of the Services and shall make any required information available. In the case of longer assignments, the Consultant shall submit regular reports. On completion of the

Services, it will draw up a final report for the entire completion period. It shall document its work, the course of the project and the decisions made in a transparent manner.

3.2.2. The Consultant shall inform the Employer promptly of all unusual circumstances that occur during the performance of the Services and about all matters that require the consent of KfW

### **3.3. Deployment of Staff**

3.3.1. Insofar as the Parties agree the deployment of key staff, these persons shall be named in Annex 4 [Project-specific Provisions]. The following provisions 3.3.2 and 3.3.3. shall then apply.

3.3.2. If key staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly, subject to agreement by the Employer, which may not withhold the same without an objective reason, by an individual with at least equivalent qualifications.

3.3.3. The costs for the withdrawal or replacement of staff during the Contract period shall be borne by the Consultant, unless this occurred on request of the Employer. In this case, the Employer shall bear the costs for the replacement of the staff member, unless the staff member in question does not meet the requirements necessary for fulfilment of the Contract or has interfered in the internal affairs of the project country.

### **3.4. Project-Specific Provisions**

3.4.1. Annex 4 (Project-specific Provisions) contains the specific project-related features of the project and the Services affecting the Consultant if such arrangements are made by the Parties.

## **4. COMMENCEMENT, COMPLETION AND AMENDMENT OF THE SERVICES**

### **4.1. Commencement and Completion**

4.1.1. The Special Conditions contain the date of commencement as well as the agreed completion date, which are binding for the Consultant subject to any amendments by the Parties. A detailed time schedule, where required, is appended in Annex 4 [Project-specific Provisions].

4.1.2. Insofar as this Contract provides for optional services, the Consultant shall commence delivery of the optional services not earlier than upon receipt of written notification from the Employer.

### **4.2. Penalties for Delay**

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

### **4.3. Force Majeure**

4.3.1. In the event of Force Majeure, the contractual obligations, insofar as affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure. Force majeure means if any event whereby one party to the Contract is prevented to a considerable extent from performing the Services due to unavoidable, unforeseeable circumstances, such as natural disasters, hostage-taking, war, crises, revolution, terrorism and sabotage, that cannot be avoided or rendered harmless and must not be accepted because of its frequency ("Force Majeure"). This also includes in particular orders by the Federal Foreign Office of the Federal Republic of Germany for German Citizens to leave the



Project Country or Project Region. Insofar as an event originates entirely from the sphere of responsibility of one party to the Contract, this event does not qualify as Force Majeure.

4.3.2. In the event of Force Majeure, the Consultant shall be entitled to an extension of the Contract equal to the delay caused by such Force Majeure.

4.3.3. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure lasts for longer than 180 days, both Parties shall be entitled to terminate the Contract. In this case, the Services performed up to the time of the Force Majeure and all documented necessary expenditure of the Consultant arising from the discontinuation of the Services shall be invoiced on the basis of contractual prices. Neither party shall make any further claims.

4.3.4. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded. It is, however, obliged to take all actions open to it to minimise the damages. Conversely, the Employer is not liable for additional costs incurred by the Consultant for the duration of the interruption

#### **4.4. Termination**

4.4.1. The Employer is entitled to terminate this Contract if the Consultant culpably fails to meet its contractual obligations, the performance of its Services is not in compliance with the Contract, or the Services are not performed in a timely fashion. In this case, the Consultant is solely entitled to demand the agreed remuneration for the Services performed until the date of termination but not yet remunerated. The Employer shall be entitled to demand compensation for the direct damage caused by this default.

4.4.2. The Consultant may terminate this Contract if the Employer does not pay any amounts due and payable to it under this Contract or does not make payment in a timely fashion. In this case it may demand the agreed remuneration but must, however, deduct any expenses that it has saved by termination of the Contract or any income that it has earned from other deployments of its staff or which it has not earned as the result of willful actions or omissions.

4.4.3. Before a notice of termination is served according to paragraphs 4.4.1 and 4.4.2., the respective other Party is to be served notice of breach of its contractual obligations and to be granted a grace period of at least 30 days to remedy this.

4.4.4. The Employer, with the prior consent of KfW, may suspend or terminate this Contract after serving written notice of at least 30 days without stating reasons. In the case of suspension, the Employer shall reimburse the Consultant for the resulting, unavoidable costs. In the case of termination, the legal consequences of paragraph 4.4.2 shall apply accordingly.

4.4.5. In the event of suspension or termination, the Consultant is obliged to immediately take measures to limit damages. On termination, all previously created drafts, reports or other documents or such that are to be created by the termination date are to be passed on to the Employer.

#### **4.5. Corruption and Fraud**

4.5.1. If it is proven that the Consultant has breached Paragraph 1.8 [Corruption and Fraud] or that the Declaration of Undertaking in Annex 1 is untrue or will become so, the Employer may - notwithstanding the various punishments or other sanctions to which the Consultant is subject according to the law of the country or any other legal system - terminate this Contract in writing without observing a period of notice

### **5. REMUNERATION**

#### **5.1. Remuneration of the Consultant**

5.1.1. The Consultant shall receive the remuneration agreed in the Special Conditions for performing the Services owed under this Contract, subject to the conditions listed therein and the conditions below. Annex 2 [Remuneration and Invoicing] contains a detailed breakdown.

## **5.2. Terms of Payment**

5.2.1. The Employer shall pay the Consultant's remuneration to the account named in Annex 2 [Remuneration and Invoicing] according to the following schedule:

- a) Advance payment, due within 60 days of entry into force of this Contract.
- b) Installments, if applicable, shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The Employer shall have the right to suspend payment of installments at any stage in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant.
- c) The final payment shall be made against presentation of a corresponding invoice after the Services have been properly performed in full, they have been accepted (if applicable) and approval of the final report by the Employer and KfW. In the case of inadequate performance, the Employer is entitled, with prior consent of KfW, to a reasonable reduction of the final payment.

5.2.2. Unless otherwise agreed, payments shall be made within a period of 60 calendar days after receipt of the invoice by the Employer.

5.2.3. Optional services as per paragraph 4.1.2. Will be settled in connection with the final invoice.

## **5.3. Auditing**

5.3.1. For services or partial services that are not remunerated on a lump-sum basis, the Consultant shall be obliged to maintain up-to-date records that meet professional standards and that clearly and systematically indicate the services provided and the time and expense involved. The Consultant shall retain all settlement-related documents for five years and authorises the Employer and KfW to audit these at any time.

## **6. LIABILITY**

### **6.1. Liability of the Consultant**

6.1.1. The Consultant shall be liable to the Employer for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 3 [The Consultant]. It is likewise liable for its subcontractors to the same extent. Liability for consequential damage is excluded. Furthermore, the liability of the Consultant shall be limited to the Order Value. The limitation of liability stated in the two preceding sentences shall not apply for premeditation and gross negligence.

### **6.2. Liability of the Employer**

6.2.1. The Employer shall be liable to the Consultant for verifiably culpable breaches of its contractual obligations, particularly breaches of Paragraph 2 [The Employer]. Liability for consequential damage is limited to premeditation and gross negligence. Liability for injury to life, limb or health shall remain unaffected.

## **7. INSURANCE**

### **7.1. Insurance**

7.1.1. For the term of the Contract the Consultant shall take out at its own expense all insurance cover that is required and customary in order to insure its professional and personal risks, including as a minimum a professional liability insurance policy. On request by the Employer, the Consultant shall present proof of this insurance.

## **8. DISPUTES AND ARBITRATION PROCEDURE**

### **8.1. Arbitration Procedure**

8.1.1. If the Parties do not reach amicable agreement, disputes arising out of or in connection with this Contract shall finally and exclusively be settled by a single arbitrator appointed and proceeding in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

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## SPECIAL CONDITIONS

### Preamble

Berhampur Municipal Corporation is the 3<sup>rd</sup> 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 Tank** 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	Tank Bottom Area	m <sup>2</sup>	19545
3	Tank Top Area	m <sup>2</sup>	22400
4	Embankment top length	m	600
5	Embankment Average Width	m	3
6	Existing Bathing Ghats	No.	3

Berhampur Municipal Corporation is in the process of appointing a Contractor for implementation of the Project. The period of implementation is 12 months from the date of award.

**Haradakhandi Tank** is an important water body in the Haradakhandi 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	Tank Bottom Area	m <sup>2</sup>	22830
3	Tank Top Area	m <sup>2</sup>	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 period of implementation is 6 months from the date of award . Berhampur Municipal Corporation has appointed Works Contractor for Reclamation of two water bodies and intends to appoint a Construction Supervision Consultant to monitor the progress of project. The detail scope of work are given in Annexure-3.

**The Employer and the Consultant (hereinafter referred to as the " Parties" ) hereby agreed on the following:**

**Project:** The consulting services shall consist in the services of the Supervision of Construction Consultant for Reclamation of Haridakhandi and Ramalingeswar Water Bodies at Berhampur Municipal Corporation as stipulated Term of Reference in Annexure-I.

**Ad 1.1 Applicable Regulations**

Same as in GCC

**Ad 1.2 Contractual Parties and Contacts**

**Employer is [Odisha Urban Infrastructure Development Fund]**

The Employer's contact person is **[Sri Badri Prasad Rayaguru, Senior Project Manager]**

Address of Employer:

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

Email: [ouidf.hudd@gmail.com]

Phone: [0674-2300396/397]Fax: [0674-2300371]

**Consultant is [●]**

The Consultant's contact person [●]

Address of Consultant

Postal address: [●]

Email: [●]

Phone: [●]

**Ad 1.3 Language**

The language of the Contract is **[English]** .

**Ad 1.4 Applicable Law**

The law governing this Contract shall be [ prevalent Indian Law as amended from time to time]

**Ad 1.9.1 Reimbursements in INRs.**

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

**Ad 3.1 Service to be performed:**

The contractual services of the Consultant are detailed in Annex 3 [Terms of Reference].]

**Ad 3.2 Reporting by Consultant**

Annex 3 [Terms of Reference] contains the relevant reporting specifications.]

**Ad 3.3 Key staff**

The Consultant shall employ the staff specified in Annex 4 [Project-specific Provisions] for the performance of its services.]

**Ad 4.1 Commencement and Completion**

**Date of commencement:** The date on which execution shall be commenced is [●]/  
The date on which execution shall be commenced lies [4 (four)] weeks after the day on which the Contract comes into forces.

**Completion date:** Date of completion is [●]/ Completion time is the period [6 months]

**Ad 4.3.3:** Parties can terminate the Contract if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than Sixty (60) days

**Ad 4.4.6.:** The Consultant may terminate this Contract if any amounts due and payable to it under this Contract have not been paid within 60 days after the receipt of the corresponding invoice by the Employer, subject to approval of deliverables at every stage/milestone from Employer mentioned in the Scope of Work of Contract., as long as the Consultant has given the Employer written reminder within a period of 30 days after the initial 60 day deadline has passed and the Employer does not pay the due amounts within a further period of 30 days after this notice

**Ad 4.4.7:** If the Consultant becomes insolvent or go into liquidation or receivership whether compulsory or voluntary

**Ad 4.4.8:** Employer can terminate the Contract If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8.1 hereof

**Ad 4.4.9:** The Consultant can terminate the Contract if the Employer fails to comply with any final decision reached as a result of arbitration proceeding pursuant to Clause GC 8.1 hereof

**Ad 4.4.10:** Employer can terminate the Contract, if the Consultant submits to the "Employer", "BeMc" a false statement which has a material effect on the rights, obligations or interests of the Employer,BeMC.

**Ad 4.4.11:** Employer can terminate the Contract if the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer

**Ad 4.4.12:** If the Consultant has engaged in corrupt or fraudulent practices in competing for or in executing this Contract in the judgment of the " Employer ".

**Ad 5.1 Remuneration**

For the services to be rendered by the Consultant under this Contract, the Employer shall pay the sum of [INR .....] ("Order Value").

The Order Value is composed as follows:  
pay the sum of [●] in [● InRs. ] ("Order Value").

The Order Value is composed of:

Fixed fee: [●] in [InRs.]

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

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

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

Option [●] in [InRs.]

As annex 2 [Remuneration and Invoicing] contain detailed breakdown.]

## **Ad 5.2 Terms of payment**

The Consultant's remuneration shall be paid as follows:

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

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

Deliverables & Payment Schedule as per Terms of Reference of RFP.

The payments are subject to the acceptance of the reports and the documents by the Employer & BeMC for every stage of the Project.

On completion of assignment Performance Guarantee shall be released subject to any deductions

The Employer shall pay the Consultant's remuneration to the following account:

Bank: [●] Branch: [●]

Account number: [●], IFSC : [●]/

### **Ad 8.1: Dispute & Arbitration Procedure**

**Ad 8.1.1:** The process of mediation shall be prior to the initiation of arbitration procedure. The mediator shall be appointed by [Commissioner Cum Secretary, Housing & Urban Development Department, Govt. of Odisha] and the appointment shall be binding for the parties. The costs of the mediation and of the mediator's services shall be shared equally between the parties. If mediation fails, the dispute settlement shall be made as follows:

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

majority of Arbitrators shall be final and binding upon both parties. The expenses of the Arbitrators as determined by the Arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All Arbitration awards shall be in writing in English and shall state the reasons for the award.

The place of arbitration shall be [ Bhubaneswar].

The language of the Arbitration procedure shall be [ English].

(place, date)

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(for the Employer)

(for the Consultant)

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**Annexure 1**

**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 incentives to any public servant or other person nor accepted such incentives 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 of the kind described in the corresponding [KfW Guidelines for the Engagement of Consultants in Financial Cooperation with Partner Countries](#).

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 as well as their obligation to fulfil this Declaration of Undertaking and to obey the laws of the project country.

We also declare that we 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 we will immediately inform the Employer and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that we are added to a list of sanctions that is legally binding on the Employer and/or KfW, it shall be entitled to exclude us or, if the contract is awarded to our company, 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))

**Annexure 2**  
**(Remuneration and Invoicing)**

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**Annexure 3**  
**(Terms of Reference)**

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**Annexure 4**

**Project Specific Provisions (Consultant Bids with RFP with Addendum/Pre-Bid Clarifications)**

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**Annexure-5**  
**Model Performance Guarantee**

Address of guarantor bank:.....

.....  
.....

Address of beneficiary (Client):

Secretary, OUIDF.  
4<sup>th</sup> Floor, Zone A/2,, Fortune Towers  
Chandrasekharpur,Bhubaneswar,Odisha-  
751007

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 No32495633555 of State Bank of India, Secretariat Branch,IFSC:SBIN0010236 for account of Odisha Urban Infrastructure Development Fund (Client).This guarantee shall expire not later than \_\_\_\_\_by which date we must have received any claims by letter or coded telecommunication.

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

.....  
Place, date

.....  
Guarantor

**Annexure-6**

**KfW Guidelines for the Commissioning of Consultants in Financial Cooperation with Partner Countries available at [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de) under "Procurement"**

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