

Addendum Notice

Ref No:240

Date:21/04/2017

1st Addendum to RFP No. 02/OUIDF-83/2014/Dated 06.03.2017 for the Consultancy Services "Preparation of DPR for Agula Water Bodies and Supervision of Construction for Agula, Haridakhandi, Ramalingeswar Water Bodies at Berhampur Municipal Corporation" .

S No	Item	Original Description	Revised Description
1	Clause 2.1.2	The Bidder shall fulfill the following	Bidder is allowed to form a Consortium of a maximum of 2 (two) Partners. The Bidder shall fulfill the following
2	Clause No2.1.2(a)	The Bidder shall have successfully completed preparation of DPR for a Project of Reclamation of Water Bodies of at least 10 acres in an urban area with minimum consultancy fee of Rs.2 (Two) Lakhs in last five years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client work order / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in DPR preparation work as mentioned above is mandatory	The Bidder/Consortium Member shall have successfully completed preparation of DPR for a Project of Reclamation of Water Bodies of at least 10 acres in an urban area with minimum consultancy fee of one Work Order value of Rs.2 (Two) Lakhs in last five years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client work order / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in DPR preparation work as mentioned above is mandatory
3	Clause No2.1.2(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 Rs.10 (Ten) lakhs in last five years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client work order / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in Construction Supervision as	The Bidder/Consortium Member 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.10 (Ten) lakhs in last five years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client work order / completion certificate with details of scope of work, date of start and completion of assignment and consultancy fee value. Experience in

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		mentioned above is mandatory	Construction Supervision as mentioned above is mandatory
4	2.1.2 (c)	Bidder shall have average annual turnover of at least Rs. 2 (Two) Crores from Consultancy Business in last three years. The Bidder must ensure that they submit the evidence of eligibility criteria on turnover in the form of audited financial statements signed by Chartered Accountant for the last three financial years.	Bidder or Consortium shall have jointly 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. Each Consortium Partner / Bidder shall have positive Net Worth as on 31st March 2016
5	2.1.2 (d) page no -5	d) Conditions shown in 2.1.2(a) to (c) are minimum qualifying criteria. No marks will be awarded in this evaluation	d) Conditions shown in 2.1.2(a) to (c) are minimum qualifying criteria. The Bidder not meeting the above requirement will not be considered for further evaluation.
6	Clause No 2.7.1		Annexure XIV added
7	Clause No 2.11.2	The Bidder shall prepare one original set of Technical Proposal along with RFP, Pre Bid Clarification & Addendum if any (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) signed and sealed every page and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". In the event of any discrepancy between the original and its copies, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/ DVD	The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". The Bidder/Lead Member of Consortium shall sign and seal each page of RFP/Addendum/Pre Bid Clarification if any and submit along with the Technical Proposal. In the event of any discrepancy between the original and its copy, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/ DVD.
8	Clause no.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	The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder/Lead

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		who shall initial each page	Member of Consortium who shall initial each page
9	Clause no.2.11.3 (c) added	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.	The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder/Lead Member of Consortium who shall initial each page A copy of the Power of Attorney and a Consortium Agreement in case of Consortium along with Power of Attorney certified under the hands of a Partner or Director of the Bidder / members of the Consortium and notarised by a Notary Public in the form as specified in Annexure IV shall accompany the Proposal.
10	Clause No 2.12.2		Added j) Duly executed Consortium Agreement is submitted in case of Consortium
11	Clause No. 2.19.3		Added h) It is accompanied by duly executed Consortium Agreement as per format provided in the RFP
12	Clause No 2.25	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.	After acknowledgement of the LOA as aforesaid by the Selected Bidder, Bidder will execute the Agreement with OUIDF within the period prescribed in Clause 1.6 or any date communicated by the OUIDF after submitting the Performance Security as per Clause 2.18.2. If the Successful Bidder is a Consortium to whom the LOA is issued, each Partner of Consortium shall sign and execute the Agreement with OUIDF and shall jointly and severally responsible to the OUIDF for performance of Contract. The Selected Bidder will not be entitled to seek any deviation in the Agreement
13	3.1.2 s on page 17 of	3.1.2.1(i) "Clarity on Completeness of Bids"	3.1.2.1(i) " Clarity on Completeness of Bids for documentation" 3.1.2.2(ii) " Approach & Methodology

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	RFP	<p>3.1.2.2(ii) "Approach & Methodology"</p> <p>3.1.2.2(ii) (a) "Understanding of the scope of Work(2 Marks)"</p> <p>3.1.2.2(ii) (c) "Proposed Methodology of Consultant for undertaking the assignment(4 marks)"</p> <p>3.1.2.2(v) "Comments on TOR- 3 Marks</p>	<p>for Presentation & Content"-</p> <p>3.1.2.2(ii) (a) "Understanding of the scope of Work(3 Marks)</p> <p>3.1.2.2(ii) (c) "Proposed Methodology of Consultant for undertaking the assignment(6 marks)"</p> <p>3.1.2.2(v) "Comments on TOR- 3 Marks " Stand deleted.</p>
14	Annexure -II Cover Letter	<p>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.</p>	<p>6. I/ We certify that in the last 3 (three) years, we or any of our Associates or Consortium Partner have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated for breach on our part</p>
15		<p>20.We, _____(Bidder's name) herewith enclose the Financial Proposal as Annexure XI for selection of my/our firm as Consultant.</p>	<p>20.We, _____(Bidder's name/Lead Member of Consortium Name) herewith enclose the Financial Proposal as per Annexure XII for selection of my/our firm /the Consortium as Agency</p>
16	Annexure-IV Power of Attorney	<p>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.....</p>	<p>Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) & Firm Name, who is presently employed with us(In case of Individual Bidder) and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorised Representative")/ Lead Member (In case of Consortium) to do</p>

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			in our name and on our behalf.....
17	Annexure-IV Power of Attorney	THIS POWER OF ATTORNEY ON THIS.....DAY OF, 2016 For (Signature, name, designation and address)	THIS POWER OF ATTORNEY ON THIS.....DAY OF, 2017 For (Signature, name, designation and address) (In case of Consortium ,Authorised Signatory of each Consortium Partner should be the Signatory)
18	Annexure-V Details of Bidder	Details of Bidder (To be submitted on Letterhead of Bidder)	To be submitted on Letterhead of Bidder and separate sheet for each Consortium partner in case of Consortium
19	Annexure-VI Financial Qualification of Bidder		In case of Consortium, each Consortium Member shall furnish in separate sheet
20	Annexure-VII Eligible Project Experience		Tables shall be filled in by Bidder and Separate sheet for each Consortium Partner in case of Consortium
21	General		In case of Consortium All the Annexure except Consortium Agreement shall be signed by Lead Member of Consortium. The Consortium Agreement shall be signed by all the Consortium Member
22	Clause 3.1.4.2 The Minimum Qualification criterion & Marking of qualified Persons to be deployed	Person having qualification, experience and Projects less than the prescribed Qualification and experience in the RFP will be marked as Nil	Person having qualification, experience and Projects less than the prescribed Qualification and experience in the RFP will be marked as Nil. Bid will be rejected if the Key Personnel do not have minimum Qualification as defined in Clause 3.1.4

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23	Clause 2.18.2	The Performance Guarantee shall be returned, after the Defect Liability Period of Construction Contractor as per the Contract.	Proportionate Performance Security will be released with respect to Defect Liability period of respective assignment
24	Para no.13 of Annexure -I of Term of Reference	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	Performance Security validity should be 24 month from signing of Agreement and will be released with respect to one year Defect Liability Period of respective assignment
25	Special Condition of Contract Clause-6.4	Performance Guarantee (10% of Contract Value) will be released after Defect Liability Period for Construction Contractor of Three Water Bodies	Performance Guarantee (10% of Contract Value) will be released with respect to one year Defect Liability Period of respective assignment
26	Clause No.1.6	Sr. No.2 Last date of sale of document:19/04/2017 at 4:00PM Sr.No.3 Proposal Due Date(PDD):19/04/2017 at 4:00PM Sr.No.4 Date of Technical Opening:20/04/2017 at 11:00AM	Sr. No.2 Last date of sale of document:20/05/2017 at 4:00PM Sr.No.3 Proposal Due Date(PDD):20/05/2017 at 4:00PM Sr.No.4 Date of Technical Opening:21/05/2017 at 11:00AM

Annexure XIV
CONSORTIUM AGREEMENT
(In Non-Judicial Stamp Paper)

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

And

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

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

WHEREAS, OUIDF has invited Request for Proposal (RFP) from Consultancy Firm vide its document no. for Preparation of DPR for Agula Water Bodies and Supervision of Construction for Agula, Haridakhandi, Ramalingeswar Water Bodies at Berhampur Municipal Corporation Branding of OUIDF in the state of Odisha

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

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

NOW THIS INDENTURE WITNESSETH AS UNDER:

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

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

Consortium member	Scope of work
Lead Member	
Second Member	

4. In case of any breach of the said contract by any of the partners of the Consortium, we hereby agree to be fully responsible for the successful execution/ performance of the contract in accordance with the terms of the contract.
5. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as detailed in clause 3 *supra*. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the contract.
6. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Bhubaneswar shall have exclusive jurisdiction in all matters arising there under.
7. In case of award of Contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract Performance Guarantee in favour of OUIDF from a bank acceptable/ approved by OUIDF for a value as stipulated in the Contract award and such guarantee shall be in the names of Lead Member of the Consortium.
8. It is further agreed that this Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till OUIDF discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective Authorised Representatives, have executed and delivered this Consortium Agreement on the day first above mentioned.

For M/s.....(Lead Member)

Signature of Authorised Representative

Name

Designation

For M/s.....(Second Member)

Signature of Authorised Representative

Name

Designation

Witness 1:

Witness 2: