

## Addendum Notice

Ref No:828/OUIDF-172/2017

Date: 20/09/ 2017

1<sup>st</sup> Addendum to RFP No. 02/OUIDF-172/2017/Dated 28.08.2017 for the Consultancy Services “Selection of Consultant for Construction Supervision of Haridakhandi & Ramalingeswar Water Bodies at Berhampur Municipal Corporation” .

<b>S No</b>	<b>Item</b>	<b>Original Description</b>	<b>Revised Description</b>
1	Clause 2.1.2	The Bidder shall fulfill the following	Bidder is allowed to form a Consortium of a maximum of 2 (two) Members. The Bidder shall fulfill the following
2	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 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	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 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
3	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. Net Worth as on 31 <sup>st</sup> March 2016 shall be positive	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 31 <sup>st</sup> March 2017
4	Clause No		Annexure XIV: Consortium

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	2.7.1		Agreement added
5	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.
6	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 who shall initial each page	The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder/Lead Member of Consortium who shall initial each page
7	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 authorized 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 notarized by a Notary Public in the form as specified in Annexure IV shall accompany the Proposal.
8	Clause No 2.12.2		Added j) Duly executed Consortium Agreement is submitted in case of Consortium

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9	Clause No. 2.19.3		Added j) It is accompanied by duly executed Consortium Agreement as per format provided in the RFP k) It is accompanied by Declaration of Undertaking(Annexure-IX) signed by each Consortium Member.
10	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, Lead Member 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
11	Annexure -II Cover Letter	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.	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
12		20.We, _____(Bidder's name) herewith enclose the Financial Proposal as Annexure XI for selection of my/our firm as Consultant.	20.We, _____(Bidder's name/Lead Member of Consortium Name) herewith enclose the Financial Proposal as per Annexure XI for selection of my/our firm /the Consortium as Agency

S No	Item	Original Description	Revised Description
13	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 " <b>Authorized Representative</b> ") to do in our name and on our behalf.....	Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. (name & residential address) & Firm Name, who is presently employed with us (In case of Individual Bidder) and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorised Representative")/ Lead Member (In case of Consortium) to do in our name and on our behalf..... ....
14	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)
15	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
16	Annexure-VI Financial Qualification of Bidder		In case of Consortium, each Consortium Member shall furnish in separate sheet
17	Annexure-VII Eligible Project Experience		Tables shall be filled in by Bidder and Separate sheet for each Consortium Partner in case of Consortium
18	General		In case of Consortium All the Annexure except Consortium Agreement and Declaration of Undertaking shall be signed by Lead

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			Member of Consortium. The Consortium Agreement & Legally Binding Declaration of Undertaking shall be signed by all the Consortium Member
19	Clause no.5.(b) of Annexure-I Term of Reference	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.	Some experts of the Consultant such as Architect, Electrical Engineer, Structural Engineer, Design Engineer 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.
20	Clause No.3.1.4.2  Marking for Key Personnel  Project Manager  Marks for Additional Qualification	Master In Construction Management	Master In Construction Management/Master In Engineering in Civil/ Master in Engineering in Structural
21	Annexure-I Term of Reference  9.Working Arrangement	Arrange for own office space and refurbishment of office space, furniture, equipment etc. required for setting up and maintenance of its office	Deleted
22	Annexure-I Term of Reference  10.Payment Schedule	Deliverable: 3 Nos of Quarterly Progress report (1 Soft Copy & three hard copies) Timeline: Every quarter after start of construction	Deliverable: 9 Nos of Monthly Progress report (1 Soft Copy & three hard copies) Timeline: Every Month after start of construction

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	I- Ramalinge swar Tank  SI No.2	% of Consultancy Fee payable at the milestone : 15% per quarter after approval from BeMC (3 quarter payments will be made)	% of Consultancy Fee payable at the milestone : 5% per month after approval from BeMC (9 Monthly payments will be made)
23	Annexure-I Term of Reference  10.Payment Schedule  I- Ramalinge swar Tank  SI No.3	Timeline: Before Completion of Construction i.e. 12 <sup>th</sup> Month	Timeline: After Completion of Construction i.e. 12 <sup>th</sup> Month
24	Annexure-I Term of Reference  10.Payment Schedule  II- Haridakha ndi Tank  SI No.2	Deliverable: 2 Nos of Quarterly Progress report (1 Soft Copy & three hard copies) Timeline: Every quarter after start of construction % of Consultancy Fee payable at the milestone : 20% per quarter after approval from BeMC (2 quarter payments will be made)	Deliverable: 6 Nos of Monthly Progress report (1 Soft Copy & three hard copies) Timeline: Every Month after start of construction % of Consultancy Fee payable at the milestone :6.66% per month after approval from BeMC (6 Monthly payments)
25	Annexure-I Term of Reference  10.Payment Schedule  II- Haridakha ndi Tank SI No.3	Timeline: Before Completion of Construction i.e. 6 <sup>th</sup> Month	Timeline: After Completion of Construction i.e. 6 <sup>th</sup> Month

**Annexure XIV**  
**CONSORTIUM AGREEMENT**  
**(In Non-Judicial Stamp Paper of Rs.100)**

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 of .....and 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 Selection of Consultant Supervision of Construction for Haridakhandi & Ramalingeswar Water Bodies at Berhampur Municipal Corporation

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.

<b>Consortium member</b>	<b>Scope of work</b>
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: