

Addendum Notice

Ref No:1278/OUIDF-176/2017

Date: 22.11.2017

1st Addendum to RFP No. 04/OUIDF-176/2017/Dated 03.11.2017 for the **Selection of Consultant for "Preparation of DPR and Project Management Consultancy Services for Reclamation of Water bodies across various ULBs in 4 Clusters in Odisha "** .

S No	Item	Original Description	Revised Description
1.	Clause No. 2.1.2(a)	The Bidder/ Members of Consortium together shall have successfully completed preparation of DPR for Similar Projects with cumulative consultancy fee from these projects of at least Rs. 50 Lakhs in last ten years from the publication date of the RFP. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and consultancy value in Technical Proposal. Experience in DPR preparation work as mentioned above is mandatory.	The Bidder/ Members of Consortium together shall have successfully completed preparation of DPR for Similar Projects with cumulative consultancy fee from these projects of at least Rs. 35 Lakhs in last ten years from the publication date of the RFP. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and consultancy value in Technical Proposal. Experience in DPR preparation work as mentioned above is mandatory.
2.	Clause No. 2.1.2(b)	The Bidder/Members of Consortium shall have successfully completed construction supervision/ project management consultancy of Similar Projects with minimum cumulative consultancy fee of Rs. One Crore in last ten years from the publication date of the RFP. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and project value in Technical Proposal. Experience in construction supervision / project management consultancy as mentioned above is mandatory.	The Bidder/Members of Consortium shall have successfully completed construction supervision/ project management consultancy of Similar Projects with minimum cumulative consultancy fee of Rs. 75 Lakh in last ten years from the publication date of the RFP. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and project value in Technical Proposal. Experience in construction supervision / project management consultancy as mentioned above is mandatory.



3.	Clause No. 2.1.2(c)	Bidder/Consortium (Aggregate for Consortium) shall have average annual turnover of at least Rs. 10 Cr. in the last three years for a single Cluster. If the Bidder/ Consortium bids for more than one Cluster then the minimum average annual turnover in the last 3 years shall be multiple of the no. of Clusters. For eg. If the Bidder/ Consortium apply for 3 Clusters then the average annual turnover in the last 3 years shall be at least 30 Crores.	Bidder/Consortium (Aggregate for Consortium) shall have average annual turnover of at least Rs. 7 Cr. in the last three years for a single Cluster. If the Bidder/ Consortium bids for more than one Cluster then the minimum average annual turnover in the last 3 years shall be multiple of the no. of Clusters. For eg. If the Bidder/ Consortium apply for 3 Clusters then the average annual turnover in the last 3 years shall be at least 21 Crores.
4.	Special Conditions of Contract Clause 2.3	Twelve Months excluding approval period from the effective date or on Completion of the Services by the Consultants to the satisfaction of Client and the ULBs whichever is later	"Sixteen Months excluding approval period from the Effective Date or on completion of the Services by the Consultants to the satisfaction of Client and the ULBs whichever is later". The project period includes monsoon as well as construction period (project implementation period). The construction period would be defined by consultant in the DPR.
5.	2.18.1	The Bidder shall furnish as part of its Proposal, a bid security of Rs. 1,00,000/- (Rupees One Lakh only) per Cluster 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 Bidder shall furnish as part of its Proposal, a bid security of face value Rs. 1,00,000/- (Rupees One Lakh only) per Cluster in the form of a Demand Draft/FD/NSC issued by Nationalized/ Scheduled Banks in India in favor of/pledged with 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.



6.	Clause No. 3.1.4.1 (S.No.2)	Graduation in Architecture/Planning with minimum 5 years of experience in preparation of DPR for at least one project of Reclamation of Water Bodies or Water Parks /Lake Front Development/Riverfront Development/Public Parks/Landscaping Projects referred as "Eligible Project" for the purpose of evaluation	Graduation in Architecture/Urban Planning/Urban Design with minimum 5 years of experience in preparation of DPR for at least one project of Reclamation of Water Bodies or Water Parks /Lake Front Development/Riverfront Development/Public Parks/Landscaping Projects referred as "Eligible Project" for the purpose of evaluation
7.	Clause-3 of Annexure-I of Terms of Reference	Newly Added	At the time of Agreement, OUIDF shall provide a list of water body in the ULBs for each Clusters. The Consultant shall proceed with preparation of DPR and submit the same within 30 days of signing of the Agreement.
8.	Clause-3 (a) of Annexure-I of Terms of Reference	Identification of the water bodies to be taken up in consultation with ULB officials for finalization by OUIDF. The Consultant shall submit a Preliminary Site Visit Report for each ULB visited by the Consultant. The report shall include details of all the water bodies visited and shall include land details from Revenue Dept., information regarding encroachment if any and photographs showing all sides and views of water bodies etc. The Consultant shall give recommendations of Water Bodies to be taken up with justification.	deleted.



9.	Clause-4 i (a) of Annexure-I Term of Reference	<p>Preliminary Site Visit Report:</p> <p>a. Identification of water bodies –</p> <p>The consultant shall visit the water bodies in consultation with ULB officials and shall select the water bodies after competing site visits. The water bodies shall be selected based on criteria like encroachment, condition of water bodies, current facilities, water quality, land details (should be a Govt. land), approach road, dependability of community, etc. The consultant shall submit a Preliminary Site Visit Report (SVR) which shall include the details of all the water bodies visited and shall include land details from Revenue Dept., information regarding encroachment if any and photographs showing all sides and views of water bodies, etc. The SVR shall recommend the water bodies proposed for reclamation based on the criteria mentioned above. The consultant shall include the proposed components for the identified water bodies. The consultant shall have to submit the SVR to OUIDF for finalization of proposed water bodies.</p>	deleted
10.	Clause-4 iv(e) of Annexure-I Term of Reference	<p>Certification of Interim and final payments/ bills of Consultant</p> <p>Newly Added</p>	<p>xvi) Only the bill approved by the ULB shall be considered for the purpose of the payment. The ULB will submit its comments / approval to consultant with copy to OUIDF within 7 days of the receipt of the bill from consultant.</p> <p>Consultant can undertake joint verification with the ULB if convenient to avoid any possible delay. However for the purpose of payment either to the contractor or the consultant, the bills approved by the ULB would be final.</p> <p>Bills must be submitted with physical and financial progress, every month.</p>



11.	Clause-4 iv(e) of Annexure-I Term of Reference	<p>xiv. Assist third party inspections, if necessary, as decided by ULB</p> <p>xv. Assist the ULB in issue of completion certificates.</p>	<p>xiv. Assist any inspections, if necessary, as decided by ULB</p> <p>xv. Submit the completion certificate for ULB's approval.</p>
12.	Clause no. 6.4(v) Special Conditions of Contract	<p>The Non-compliance to the time schedule or any violation of the Contract by the Consultant shall entitle Client to encash the Performance Guarantee. 0.2% of Contract value as liquidated damage per day shall be deducted for delay in submission of DPR and tender documents subject to maximum of 10% of the Contract value. 0.5% of Contract value as liquidated damage per week shall be deducted for delay in completion of project during implementation period subject to maximum of 10% of the Contract value, provided such delay is attributable to the delay by the Consultant</p>	<p>The Non-compliance to the time schedule or any violation of the Contract by the Consultant shall entitle Client to encash the Performance Guarantee. 0.2% of Contract value as liquidated damage per day shall be deducted for delay in submission of DPR and tender documents subject to maximum of 10% of the Contract value. 0.5% of Contract value as liquidated damage per week shall be deducted for delay in completion of project during implementation period subject to maximum of 10% of the Contract value, provided such delay is attributable to the delay by the Consultant</p> <p>In the event of failure by the contractor to execute the work as per the mutually agreed time schedule of the work plan, the consultant shall immediately write to the contractor indicating the delay with a copy to the ULB and OUIDF. If after 2 successive written reminders, the contractor fails to respond and act to cut down the delay the matter would be reported to ULB for appropriate action with copy to OUIDF. In such a case consultant shall not be liable for any liquidated damages.</p> <p>In case the consultant fails to notify the delaying activity, he shall be liable to pay liquidated damages as per the contract.</p>



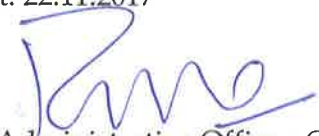
13.	Clause 6. ANNEXURE I: TERMS OF REFERENCE Clause 4. Detailed Task to be Performed	Time period for various approvals Newly Added	Consultant shall have to submit water body wise DPR as and when it is completed one by one. The Consultant shall also be required to submit a collated DPR for each ULB. For preliminary site visit report: approx 7 days. Technical sanction & Administrative Approval: Approx 15 days. Approval of BOQ, Drawings and Technical Specification of Tender Document: Approx 7 days. Any fees payable for any approval to any Govt. institute shall be paid by the concerned ULB.
14.	Clause 8. ANNEXURE I: TERMS OF REFERENCE Clause.10. Payment Schedule	SL No.1 Deliverables: Preliminary Site Visit Report Timelines: 15 days from the Award of Work SL No.2 Deliverables: Draft Detailed Project Report(after incorporating OUIDF observations if any) Timelines: 30 days from the approval of Preliminary Site Visit report and finalization of Water Bodies to be taken up for implementation.	Please refer Annexure A of this Addendum.
15.	Clause 7.3 of General Condition of Contract Limitation of Liabilities	Added	The Consultant shall be liable to the OUIDF for verifiably culpable breaches of its contractual obligations. The liability of the Consultant shall be limited to the respective insurance sum, insofar as this is higher than the Contract Value. Otherwise the liability of the Consultant shall be limited to the Contract Value. This shall not affect the liability for premeditation and gross negligence. The Consultant shall also be liable for the Services provided by a sub-consultant.



16.	Clause No. 10. Payment for preparation of DPR and Project Management Consultancy SI No.1	Deliverable: Preliminary Site Visit Report Timeline: 15 days from the award of work	deleted; Please refer Annexure A of this Addendum
17.	Clause No. 10. Payment for preparation of DPR and Project Management Consultancy SI No.2	Deliverable: Draft Detailed Project Report (after incorporating OUIDF observations if any) Timeline: 30 days from the approval of Preliminary Site Visit Report and Finalization of Water Bodies to be taken-up for implementation .	Please refer Annexure A of this Addendum
18.	Clause No. 10. Payment for preparation of DPR and Project Management Consultancy SI No.3	Deliverable: Technical Sanction of the estimate in the DPR of the Project by Competent Authority % of Consultancy Fee payable at the milestone: 20%	Please refer Annexure A of this Addendum
19.	Clause No. 10. Payment for preparation of DPR and Project Management Consultancy SI No.7	Deliverable: Project Completion % of Consultancy Fee payable at the milestone: 10%	Please refer Annexure A of this Addendum

All the other Terms and Conditions of the RFP remained unaltered

Dt: 22.11.2017


FA-cum-Administrative Officer, OUIDF
(R. C. Kar)

Annexure A: Payment for preparation of DPR and Project Management Consultancy

The deliverable along with their respective timelines presented in the table of Clause-10 of Annexure-1 Terms of Reference of the RFP has been replaced by the following:

S No	Deliverable / Milestones	Timeline	% of Consultancy Fee payable at the milestone
1.	Draft Detailed Project Report (after incorporating OUIDF observations if any)	30 days from the date of Signing of the Agreement	
2.	Technical Sanction of the Project by Competent Authority		25%
3.	BOQ, Drawings, Detailed Technical Specification for the Tender Documents	15 days from the date of submission of draft DPR.	
4.	Issue of Work Order to the Contractor		10%
5.	During Construction Period	60% of total Consultancy fee will be paid in lieu of bills submitted by the Works Contractor (for the purpose of clarity in Consultant's payment: If the Contractor submits bill of value X% of the total work order value. If there is an Excess deviation from the BOQ (if any) which amounts to Y% of the total work order value. then the Consultant shall receive payment worth (X-Y)% of 60% of the total work order value of the Consultant. For the purpose of calculation of Consultant Fees, any excess amount in the Contractor's bill shall be deducted.)	
6.	Project Completion	After Issue of Completion Certificate by the Consultant & its approval by the ULB.	5%

The Consultant shall submit 3 no. hard copies as well as soft copy for all the deliverables.

