

RFP NOTICE No. 01 /OUIDF-184/2018/ Dt.05.02.2019

REQUEST FOR PROPOSAL (RFP)

**For Appointment of Project Management Consultant (PMC)
for Implementation of 5 / 3 / 1.5 TPD De-centralised Waste
Processing Plants in 42 ULBs in Odisha.**

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF PROJECT MANAGEMENT
CONSULTANT (PMC) FOR IMPLEMENTATION OF 5/3/1.5 TPD DECENTRALISED WASTE
PROCESSING PLANTS IN 42 ULBS IN ODISHA.

Letter of Invitation (LoI)

1. Sealed Tenders are invited by Odisha Urban Infrastructure Development Fund (OUIDF) ("The Authority") for appointment of Project Management Consultant (PMC) ("The Consultant") for 5/3/1.5 TPD Decentralised Waste Processing Plants in 42 ULBs in Odisha from Nationally Reputed Consultancy firms in Solid Waste Management Sector.
2. RFP document can be downloaded from the websites www.urbanodisha.gov.in and www.ouidf.in.
3. Pre-bid meeting will be held on 15-02-2019 at 11:00 A.M in the office of the Odisha Urban Infrastructure Development Fund, 4th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar-23, Odisha.
4. The Bidders shall submit their proposals latest by 14-02-2019 upto 4.00 P.M.
5. The Technical Proposal shall be opened on 26-03-2019 at 11:00 A.M of next day of PDD in the presence of representatives of bidders at office of The Secretary, OUIDF.
6. The Project for which Project Management Consultant (PMC) is proposing to be engaged is given below:

NIT No	Name & Details of Work	Bid Security
	Appointment of Project Management Consultant (PMC) for 5/3/1.5 TPD De-centralised Waste Processing Plants in 42 ULBs in Odisha	Rs. 5,00,000/-

Interested Bidders may obtain further information by writing/email from the office of: The Secretary, OUIDF,
4th Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar,
Odisha-751023, Ph-0674-2300396/397, Email:
ouidf.hudd@gmail.com

sd-
Secretary,
OUIDF

1. Introduction

1.1 Background of Project: The Government of Odisha, with assistance from KfW has set up Orissa Urban Infrastructure Development Fund (OUIDF) to facilitate systematic development and financing of urban infrastructure projects in the state of Odisha. OUIDF intends to appoint Project Management Consultant (PMC) for 5/3/1.5 TPD Decentralised Waste Processing Plants in 42 ULBs in Odisha.

1.2 Request for Proposal: OUIDF invites Proposals (the "Proposal") for Request for Proposal (RFP) For Appointment of Project Management Consultant (PMC) for 5/3/1.5 TPD Decentralised Waste Processing Plants in 42 ULBs in Odisha.

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 two stage selection process in evaluating the Proposals. In the first stage Pre-qualification Evaluation will be carried out with respect to minimum eligibility criteria set out in clause no 2.1.2. and 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 second 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 Quality and Cost Based Selection (QCBS) 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 /PreBid Meeting	15-02-19 at 11:00 AM
2	Proposal Due date (PDD)	25-03-2019 at 4:00 PM
3	Date of Technical Opening	26-03-2019 at 11:00 AM of the next day of PDD
4	Letter of Award(LOA)	Within 15 days of PDD
5	Signing of Agreement	Within 30 days of PDD
6	Validity of Application	180 days from Proposal Due Date

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1.7 Pre-Proposal Conference/Pre-bid meeting:

The date, time and venue of Pre-Proposal/PreBid Conference shall

be: Date:15/02/2019

Time: 11:00 AM

Venue: Conference Hall, 4thFloor, Odisha Urban Infrastructure
Development Fund, Fortune Towers, Chandrasekharpur,
Bhubaneswar, Odisha-751023.

1.8 Communications: All Communications including the submission of
proposal shall 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

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/ Consortium Member shall be Company, Partnership firm, Limited Liability Partnership, Proprietorship firm, Trust, Society, PSU of Government of India, or any State Govt. The Consortium of a maximum of 2(two) Members is allowed.

The Bidder shall fulfill the following:

- a) The Bidder/Consortium Member shall have experience in providing Project Management Consultancy.

The Bidder / Consortium shall have successfully Implemented 2 Projects involving civil Construction or Supervision of Erection and Commissioning of plants and machinery with consultancy fee not less than Rs. 50 lakh for each project in India during the last 7 (Seven) years from the date of publication of the RFP (Aggregate for Consortium), the date of award and Project Completion to be within 7 Years.

For ongoing projects, Consultancy fee received till date shall be more than Rs.40 Lakh per project with a minimum Consultancy fee of not less than Rs. 50 Lakhs for each project to be considered.

The proof of such engagement shall be provided in the form of client's Letter of Award along with Chartered Accountant Certificate of fee received for the project or Completion Certificate with value of fee received.

For ongoing projects Client Certificate of satisfactory services for ongoing project)and Certificate from Chartered Accountant certifying the fee received for individual assignment (Completed/Ongoing).The Bidder shall also provide with details of Scope of Work / Terms of Reference (ToR), date of start and completion/expected completion of assignment and overall Consultancy fee received.

- b) The Bidder/ Consortium Member (Aggregate for Consortium) shall have an Average Annual Turnover of at least Rs. 10 (Ten) Crore in last 3 (three) financial years from Project Management Consultancy. Sole Bidder/ Each of the Consortium Members shall have a positive Net Worth as on 31st March 2018. Certificate of Chartered Accountant to be enclosed along with the audited financial statements signed by Chartered Accountant for the last 3(three) Financial Years as evidence of eligibility criteria on turnover & positive net worth.

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- c) Consulting Firms shall not have an ownership interest or a continuing business interest or not be an associate with OUIDF.
- d) 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 Independent 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, visits to OUIDF, Project site 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 ULBs, Applicable Laws and regulations or any other matter considered relevant by them. For this purpose, Bidders shall intimate the ULBs and OUIDF 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

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Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then OUIDF reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of OUIDF, including annulment of the Selection Process.

B. Documents

2.7 Contents of the RFP

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

Request for Proposal

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

Annexures:

- Annexure I: Terms of Reference
- Annexure II: Cover Letter
- Annexure III: Statement of Legal Capacity
- Annexure IV: Power of Attorney
- Annexure V: Details of Bidder
- Annexure VI: Financial Qualification of Bidder
- Annexure VII: Eligible Project Experience of Bidder
- Annexure VIII: CV of Key Personnel's
- 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
- Annexure XIV: Consortium Agreement

2.8 Clarification

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 Appointment of Project Management Consultant (PMC) for 5/3/1.5 TPD De-centralised Waste Processing Plants in 42 ULBs in Odisha" OUIDF shall endeavor to respond to the queries during Pre-bid meeting.

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2.8.2 Any question, communication or requests for additional information concerning this RFP are only permitted in writing (e-mail) ON OR BEFORE Pre-Bid date. Answers / clarifications will be communicated to all Bidders by uploading in referred website (www.ouidf.in & www.urbanodisha.gov.in) in good time, no later than 14 calendar days prior to the PDD. 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 an integral part of the 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 and posting it on its website and notification through email, simultaneously and in good time, no later than 14 calendar days prior to the PDD.

C. Preparation and Submission of Proposal

2.10 Language: The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the format provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for. 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/Lead Member of Consortium shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP with Pre-Bid Clarification & Addenda if any) and clearly marked "ORIGINAL". In addition, the Bidder/Lead Member of Consortium shall submit 1 (one) copy of Technical Proposal, along

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with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/DVD.

2.11.3 The Technical Proposal and its Copy shall be typed or written in indelible ink and signed by the Authorised Signatory of the Bidder/Lead Member of Consortium who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, pre-bid clarifications, addenda, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Bid must be Hard Bound with Page Numbers on each page. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- a) By a Partner, in case of a Partnership firm and/or Designated Partner in case of Limited Liability Partnership;
- b) By a duly Authorised person holding the Power of Attorney (with supporting charter document, in case of a Limited Company or a Corporation);
- c) Lead Member of Consortium in case of Bidder is Consortium of Bidders and Consortium Agreement shall authorize Lead Member to do so.

A copy of the Power of Attorney and a Consortium Agreement in case of Consortium along with Power of Attorney in non-judicial stamp paper certified under the hands of a Partner or Director of the Bidder/ Members of Consortium and notarized by a notary public in the form as specified in Annexure IV and Annexure XIV 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. Unsolicited material if submitted by Bidder will be summarily rejected. 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 authorised 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

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Eligibility laid down at Clause 3.1.4 of the RFP; The CV of each Key Personnel shall be submitted as per the format at Annexure VIII.

- f) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished;
 - g) Key Personnel would be available for the period indicated in the ToR;
 - h) No Key Personnel should have attained the age of 65 years at the time of submitting the proposal; and
 - i) The proposal is responsive in terms of Clause 2.19.3.
 - j) Duly executed Consortium Agreement as per Annexure XIV is submitted in case of Consortium
 - k) The Original Technical Proposal must be Hard Bound with page numbers on each page.
- 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 and the Bid Security and / or Performance Security if submitted will be forfeited.
- 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.
- 2.12.7 In such an event, OUIDF shall have the right to forfeit and appropriate the Bid Security and / or Performance Security without prejudice to any other right or remedy that may be available to OUIDF.

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2.13 Financial Proposal

- 2.13.1 Bidders shall submit separate financial proposal (Financial Proposal) 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 Authorised 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 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 Goods 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 Appointment of Project Management Consultant (PMC) for 5/3/1.5 TPD Decentralised Waste Processing Plants in 42 ULBs in Odisha" 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 AUTHORISED 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 in 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

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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. 5,00,000/- (Rupees Five Lakhs only) in the form of a Bankers Cheque / Demand Draft issued by Nationalised / Scheduled Banks in India in favor of the "**The Secretary, OUIDF**" payable at Bhubaneswar (the "Bid Security"), return able 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.

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- 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 12 (twelve) months of successful completion of Consultancy Services by the Consultant or till the Monitoring of O&M period is over.
- 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 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 at time 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 Technical Proposal is received in the formats from Annexure II to Annexure X
 - b) The Financial Proposal (Annexure XI) is submitted in separate sealed envelope with address and contact no. of Bidder.
 - c) Both sealed Technical Proposal and sealed Financial Proposal are enclosed in bigger outer envelope, properly sealed and with address,

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contact no. and subject super scribed on it.

- 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.
- j) It is accompanied by duly executed Consortium Agreement as per format provided (Annexure-XIV) in the RFP.

2.19.4 OUIDF reserves the right to reject any Proposal which is non-responsive.

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 technically qualified for financial Bid opening in terms of Clause 3.2 for opening of their Financial Proposals. The Financial Proposal of Bidders whose bids are disqualified in technical evaluation will not be opened for financial evaluation. 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 3.3 and 3.4.

2.19.7 Bidders are advised that selection shall be entirely at the discretion of OUIDF. Bidders will be deemed to have understood and agreed that OUIDF shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on OUIDF, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.20 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained

professional adviser advising OUIDF in relation to matters arising out of, or concerning the Selection Process. OUIDF shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. OUIDF may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or OUIDF or as may be required by law or in connection with any legal process.

2.21 Clarifications

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

E. Appointment of Consultant

2.22 Negotiations

- 2.22.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be related to the Scope of Work and Terms of Reference.
- 2.22.2 Prior to expiration period of proposal validity, the Client will notify the successful Consultant who submitted the combine highest 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 initials 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 optimise 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 Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate a contract

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on the basis these staff named in the proposal and prior to contract negotiation 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 professional staff for reason of health or other beyond the control of bidder. Substitution shall be of equal or better than original Key personal.

- 2.22.6 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).
- 2.22.7 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the Contract to conclude negotiations.
- 2.22.8 The Contract will be awarded after successful negotiations, with the selected Consultant. If negotiation fails, the Client will invite the Consultant 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 award the Project to 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 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

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OUIDF for performance of Contract. 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 / Performance 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.

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3. CRITERIA FOR EVALUATION

3.1 Technical Evaluation

- 3.1.1 In the first stage, Technical Proposal (Annexure II to X) will be evaluated for responsive check on the basis of Minimum Eligibility Criteria set out in clause no.2.1.1 and clause no. 2.1.2(a) and 2.1.2(b). This is a pass/fail type evaluation and no marks in evaluation are awarded. In the second stage, the Technical Proposal will be evaluated on the basis of Bidder's understanding of TOR, proposed methodology and Work Plan as per Annexure X, the qualification, experience of Key Personnel as per Annexure VIII and Bidder's experience in carrying out similar assignments as per Annexure VII. Only those Bidders whose Technical Proposals get a score of 70(Seventy) 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 at Site (as detailed in Clause 3.1.3)	70
2	Key Personnel at Back Office of the Consultant	NA
3	<p>I. Approach & Methodology for Content and Presentation-15 Marks</p> <p style="padding-left: 40px;">a. Understanding of the scope of work (5marks)</p> <p style="padding-left: 40px;">b. Proposed methodology of Consultant for undertaking the assignment (10marks).</p> <p>II. Work Plan-05Marks</p> <p>III. Manning Schedule-05Marks</p> <p>IV. Comments on TOR-05Marks</p> <p>Approach and Methodology, Work Plan and Manning Schedule shall be provided as per the formats given in Annexure X.</p>	30
	Total	100

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

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

A. Key Personal to be deployed

SL No	Position	Maximum Marks
1	Project Manager (2)	20
2	SWM Expert (2)	50
3	Site Engineer (4)	00
4	Site Supervisor (1 At each site)	00
	Total	70

**The Consultant shall deploy at least 1 Site Engineer for every 3 site on a full-time basis throughout the construction phase (till construction is complete). Further 1 Project Manager And 1 SWM Expert shall be deployed for maximum 12 ULBs.

However, CV of 2 Project Manager and 2 SWM Expert to be submitted along with the Proposal for Evaluation. The CV of other Project Manager, SWM Expert and Site Engineer meeting the qualification & experience requirement specified in this RFP to be submitted to OUIDF for approval before deployment.

B. Other Personal at Back office

Other Professionals (to be deployed at Back office of the Consultant to provide additional support to the Site Team)

The CVs of these professional shall not be evaluated at the technical proposal level.

Sr No	Position	Minimum Years of Experience
1	Senior Solid Waste Management Expert	15 Years
2	Procurement Specialist	10 Years
3	Civil Engineer	10 Years
4	Structural Engineer	7 Years
5	Mechanical Engineer	7 Years

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3.1.4 Each of the Key Personnel under the table A & B must fulfill the Conditions of Eligibility specified below:

Sr. No	Position	Inputs Requirement	Tasks Assigned	Qualification & Experience
1	Project Manager (1 No for maximum 12 ULBs)	(Full Time) – (Till the 1 st year of O&M is Complete)	Responsible for overall project planning and management, Supervision of works of Site Engineer and SWM Expert. Technical input at various stages, coordination with all team members, submission of Monthly progress report, approval of design & final submission of deliverables and verify and approval of interim payment certificates received from the Operator.	Graduate/ Master in Civil Engineering with minimum 10 years of post-qualification experience & Shall have worked in Project Management Consultant or Construction Supervision and quality control of works.
2	Solid Waste Management Expert (1 No. for 12 ULBs)	(Full Time) – (Till the 1 st year of O&M is Complete)	Assist the Project Manager in tasks, vetting and finalisation of design & drawings of SWM system and equipment of Operator as proposed in the Agreement between ULBs & SIOM Operator, preparation of Supervision Manual, Technical guidance to Operator, approval of O&M Manual of Operator. Should visit the site at least Fortnightly, should be present at site during the Commissioning stage and shall be responsible for approval for Compliance to Environmental Clearances, Consent to Operate, Consent to establish, logistic capacity, Completion Certificate and Operational Acceptance.	Graduate / Masters in Civil /Environmental Engineering / Environmental Sciences with 5 years of post-qualification experience in Solid Waste Management sector. He shall have experience in designing and commissioning of 1(one) Solid Waste Management project of value Rs. 50 lakhs.

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Sr. No	Position	Inputs Requirement	Tasks Assigned	Qualification & Experience
3	Site Engineer (1 No. For every 3 sites)	(Full Time) – (Till the Time Construction is Complete)	Review BOQ items and quantity with drawings and point out the discrepancies/variations, if any, to Project Manager. Measure quantities of work, record measurements and verify items / Work quantities executed in the Operators monthly statement, verify and examine interim payment certificates received from Operators, Prepare variation statement for review by Project Manager, Maintain a permanent record of all measurement for the work quantities, Assist Project Manager in preparing the monthly reports and Financial Statements. He shall be responsible for correctness, accuracy of measurement and quantity of works recorded and Quality Control and shall coordinate with Mechanical Engineer for the foundation and erection of Plant & Machinery.	Graduate in Civil Engineering with minimum 3 years of post-qualification experience as Site Engineer in Infrastructure Project for civil works.
4	Site Supervisor (1 at each site)	(Full Time) – (Till the Time 1 st year of O&M is Complete)	Monitoring of quality & quantity of waste, compost and process. Audit of tipping fee. Certification of Tipping fee.	As required

Note: The Experts shall be deployed as per the actual requirement for the project.

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

a) Marking Criteria

Position	Marks for Person having Qualification		Marks for their experience		No. of Similar Projects	
Project Manager	Graduate in Civil Engineering	Master in Construction Management/ Environmental Engineering/ Environmental Science	10 years	More than 10 years	1	More than 1
Marks for Project Manager	1 marks	Additional 1 marks	2 marks	1 mark for each completed year beyond 10 years subject to maximum 2 marks	2 marks	1 mark for each completed project beyond 1 subject to Maximum 2 marks.
SWM Expert	Graduate in Environmental Engineering / Environmental Sciences / Civil Engineering	Masters in Environmental Engineering / Environmental Sciences	5 Years	More than 5 years	1	More than 1
Marks for Solid Waste Management Expert	3 marks	Additional 2 marks	10 marks	1 mark for each completed year beyond 5 years subjected to maximum 5 Marks	3 Marks	1 mark for each completed project beyond 1 subjected to maximum 2 marks

Note: - Person having qualification and experience less than the prescribed Qualification and experience in the RFP will be marked as Nil. The consultant had to deploy Experts meeting minimum eligibility criteria if selected.

3.2 Short-listing of Bidders

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

3.3 Evaluation of Financial Proposal

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

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

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

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

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

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

$$\text{Financial Proposal}$$

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 3.1.2andfinancial(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 CORRUPTPRACTICES

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

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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 / PRE-BID MEETING

5.1 Pre-Proposal / 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 Authorisation Letter from the Bidder.

5.2 During the course of Pre-Proposal / Pre-Bid Meeting, the Bidders will be free to

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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.

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ANNEXURE I:

TERMS OF REFERENCE

A. PROJECT BACKGROUND AND OBJECTIVES

The Government of Odisha (GoO), through Housing and Urban Development Department (HUDD) has set up Odisha Urban Infrastructure Development Fund (OUIDF) to develop and finance urban infrastructure projects in the state of Odisha.

To assist in this project, OUIDF intends to appoint a Project Management Consultant herein after referred to as “Consultant” who will be responsible for handholding of SWM projects at various ULBs in compliance with the Solid Waste (Management and Handling) Rules, 2016, under the aegis of the Environment (Protection) Act, 1986. Consultant shall also be responsible for assessment of capacity of plant for individual ULBs, project cost, preparing Drawings, Technical Specifications and Tender Documents. The Consultant shall assist the ULBs to manage the bidding process for Selection of Civil & Allied Works Contractor & SIOM Operator. Monitoring of the projects during implementation phase, validation of Total Project Cost and issue of Commissioning Certificate with respect to the Technical Specifications shall also be the responsibility of the Consultant.

List of ULBs:-

List of Composting Plants in various ULBs

I. List of 1.5 TDP Plant

S No.	Name of ULBs	Population		Plant Capacity Phase - 1	No .of Plants Phase -1	Area Requirement in m2
		2011	2018			
1	Athamallik (N)	12298	14127	1.5	1	300
2	Chikiti (N)	11645	13376	1.5	1	300
3	Udala (N)	11747	13494	1.5	1	300
Total Number of Site					3	

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II. List of 3 TDP Plant

S NO.	Name of ULBs	Population		Plant Capacity Phase - 1	No .of Plants Phase -1	Area Requirement in m2
		2011	2018			
4	Nilagiri (N)	17264	19831	3.0	1	500
5	Padampur (N)	17625	20246	3.0	1	500
6	Barpalli (N)	20850	23950	3.0	1	500
7	Banki (N)	17521	20126	3.0	1	500
8	Junagarh (N)	19656	22579	3.0	1	500
9	Kesinga (N)	19239	22100	3.0	1	500
10	Balugaon (N)	17645	20269	3.0	1	500
11	Kotpad (N)	16326	18753	3.0	1	500
12	Nayagarh (N)	17030	19562	3.0	1	500
13	Khariar Road(N)	18967	21787	3.0	1	500
14	Nuapara (N)	16063	18451	3.0	1	500
15	Kuchinda (N)	15576	17892	3.0	1	500
Total Number of Site					12	

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III. List of 5 TPD plant

S No.	Name of ULBs	Population		Plant capacity Phase - 1	No .of Plants Phase -1	Area Requirement m2
		2011	2018			
16	Angul(M)	43795	50307	5.0	1	750
17	Talcher(M)	40841	46913	5.0	1	750
18	Titilagarh(M)	31258	35906	5.0	1	750
19	Balasore(M)	118162	135731	5.0	1	750
20	Baragarh(M)	80625	92613	5.0	1	750
21	Bhadrak(M)	107463	123441	5.0	1	750
22	Basudevpur(M)	33690	38699	5.0	1	750
23	Dhankanal(M)	67414	77437	5.0	1	750
24	Hinjilicut(N)	24671	28339	5.0	1	750
25	Jagatsinghpur(M)	33631	38631	5.0	1	750
26	Belpahar(M)	38993	44791	5.0	1	750
27	Brajaraj nagar(M)	80403	92358	5.0	1	750
28	Jharsuguda(M)	97730	112261	5.0	1	750
29	Kendrapara(M)	47006	53995	5.0	1	750
30	Barbil(M)	66540	76434	5.0	1	750
31	Jatni(M)	55925	64240	5.0	1	750
32	Khurda(M)	46205	53075	5.0	1	750
33	Sunabedha(M)	50394	57887	5.0	1	750
34	Malkangiri(M)	31007	35617	5.0	1	750
35	Baripada(M)	109743	126060	5.0	1	750
36	Rairangpur(M)	51362	58999	5.0	1	750
37	Nabarangpur(M)	29960	34415	5.0	1	750
38	Umerkote(M)	28993	33304	5.0	1	750
39	Raygada(M)	71208	81796	5.0	1	750
40	Rajgangpur(M)	25516	29310	5.0	1	750
41	Choudwar (M)	42784	49145	5.0	1	750
42	Sundargarh(M)	45036	51732	5.0	1	750
		Total Number of Site			27	

Note:-OUIDF reserves the right to add, delete or replace one or more ULBs with another set of ULBs. The number of composting plants may vary by +/- 25%, from the above table.

B. Scope of Work:

The scope of work of Consultant for the project shall include but not limited to:

- I. The Project Management Consultant shall be responsible for Design, Project Management, Bid Process Management, Monitoring and Supervision of the entire project in coordination with the respective ULBs, OUIDF & H&UD Dept. The basic duties of the PMC shall be as follows:
 - a) Review the Site condition and prepare site appreciation report. Assess the capacity of the Composting Plant to be installed in particular ULB, based on the availability of Bio-Degradable waste.
 - b) Based on the site appreciation PMC will prepare the drawings, designs, estimates, for Civil & other ancillary facilities and suitable shed for the SWM Facility. In consultation with ULBs, OUIDF in accordance with OPWD/CPWD/NBCC, relevant IS codes and SWM rule 2016.
 - c) The Project Management Consultant (PMC) shall act as Transaction Advisor.
 - d) PMC shall prepare the tender documents for selection of Civil contractors for construction of Shed and other allied infrastructure for Plant.
 - e) PMC shall prepare the tender documents for SIOM Vendor based on the Model Document of H&UDD, Govt of Odisha, provided as Annexure-I A, B & C with this RfP for Supply, Installation, Operation and Maintenance of 5/3/1.5 TPD Composting Facility of SWM plant. The Consultant shall modify the document based on the site and project requirement.
 - f) The Consultant shall prepare the tender documents for following two Stages:
 - A. Appointment of Civil Contractor**
 - i. Preparation of Tender document, designs & drawings for Civil and allied Infrastructure for SWM Facility/Composting Plant.
 - ii. Assistance in Bid Process Management for finalisation of Civil Contractor.
 - iii. Regular Supervision of quality of civil and allied infrastructure works.
 - iv. Monitoring of Project progress.
 - v. Certification of Contractor Invoices (Both Running and Final Bill).
 - B. Appointment of SIOM Vendor**
 - i. Carry out Bid Process for Selection of SIOM vendor for 5/3/1.5 TPD Composting Plant, with due approval of Mission Director, Swachh Bharat Mission (SBM)
 - ii. PMC shall also evaluate the tenders received from bidders for selection of SIOM Vendor with respective ULBs.
 - iii. PMC shall Vet and approve of Approval of Design Basis Report and Cost Estimate. Prepared by SIOM vendor, Drawings (Design & Installation) of composting & allied equipment's submitted by selected SIOM vendor.
 - iv. Monitor and supervise the activities of SIOM vendors for successful installation and commissioning of SWM Plants and all associated infrastructure works, etc.

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- v. Day to day supervision of works at sites of SIOM vendors, quality control and validation of Total Project Cost shall also be the responsibility of the PMC.
- vi. Validation of O & M Manual submitted by selected SIOM Vendor.

II. Project Execution and Management

- a. The Project Management Consultant shall perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the Concerned local authorities in accordance with concerned Rules/Acts & Guidelines in this regard issued by concern authorities from time to time.
- b. The project management consultant shall ensure that the contractor adheres to the construction requirements and completes the project on or before the scheduled project completion date.
- c. PMC shall appoint required staff at site to supervise and monitor the works by Civil Contractor as well as SIOM Vendor. Further PMC shall deploy various Experts, at site and at Back Office as and when required.
- d. PMC shall provide all the required data like layout, Drawings, Designs, etc. to Civil Contractor. And shall have check on quality of materials to be procured confirming to approved specification and standards.
- e. PMC shall maintain all on site records like daily progress resister, order book, Store register, etc.
- f. Submission of fortnightly/monthly progress report to respective ULBs and OUIDF, including maintaining necessary site records, etc.
- g. The Consultant shall hold fortnightly/monthly meeting with respective ULBs and OUIDF to discuss about the progress of work along with the representative of the Contractor.

III. Project Completion and Handover

- a) The PMC shall submit all the completion drawings to respective ULBs and OUIDF as built along with any modifications to the original drawings. The Contractor shall submit 5 copies the final built drawings to respective ULBs and one copy to OUIDF through PMC, along with soft copies on CD/DVD.
- b) The PMC shall verify and issue the Certificate of Installation and Commissioning of equipment for composting plants and completion certificate/s to the contractor to civil and SIOM vendor with a copy to respective ULBs and OUIDF for records.
- c) Certification of Total Project Cost incurred by the SIOM vendor
- d) Project Management Consultant shall also submit necessary information as required by respective ULBs and OUIDF for finalization of accounts and commits to continue till the accounts are finalized at agreed upon terms.
- e) Monthly O&M Audit and certification of Tipping Fee claimed for a period of minimum one year (Can be extended on mutual understanding based on this Scope of work and Agreement)

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- f) The completed works shall be handed over by the Project Management Consultant along with the necessary documentation in pre-determined phases, to the ULBs and OUIDF or the facility operator appointed by ULBs and OUIDF. Consultant shall also promptly attend to any defects/deficiency noticed in the completed works within the scope of work of execution by the said taking over agency without demur.
- g) The PMC shall get the Operations & Maintenance (O&M) manual from the Contractor, and verify the accuracy of the O&M manual at site.
- h) The PMC shall make sure that the Contractor shall carry out test runs of the complete plant for a minimum period of 60 days and meeting the specified input/output from the plant, and fix all the faults during the testing period.
- i) The PMC shall verify the performance & warranty agreement provided by the Contractor.
- j) The PMC shall also advice ULBs and OUIDF of all the other requirements during the period of completion and handing over of the project.

IV. Detailed Tasks to be performed:

The following tasks are to be performed by the consultant:

i. Site Visit

PMC shall visit the proposed site to review the Site condition and prepare site appreciation report and shall submit the same to OUIDF

ii. Preparation of Documents

- a. Based on the site appreciation Report which would include recommendations of Plant Capacity, PMC will prepare the drawings, designs, estimates, for Civil & other ancillary facilities and suitable Shed for the SWM Facility. In consultation with ULBs, OUIDF in accordance with OPWD/CPWD/NBCC, relevant IS codes and SWM rule 2016.
- b. A detailed Bill of Quantities should be prepared based on the prevailing latest schedule of rates of Works Dept. of Odisha / latest Delhi Schedule of Rates / market rate (minimum 3 quotations). The detailed cost estimates should contain all consideration in quantity estimation and rate analysis including lead for respective ULB/Regions. It should contain the reference number of SOR etc of all the unit rates of all items. (g) Detailed Drawings for all the proposed components showing all dimension and details. This should include all the plans, cross sections and elevations etc.

iii. Tender Packaging Strategy

The Consultant shall propose a Tender Packaging strategy for the proposed SWM Plants for its approval by OUIDF (i.e. separate tender

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for each SWM Plant or combining multiple SWM Plants within a single tender). In case the Consultant proposes to combine multiple SWM Plants in a single tender, all SWM Plants must be within the jurisdiction of a single ULB.

- iv. **Operations & Maintenance Plan (OMP)** – The consultants shall finalise an O&M protocol / maintenance management plan submitted by SIOM Vendor for the routine maintenance of the SWM Plant. The plan shall consist of-
- (a) Organization chart for O&M
 - (b) Staffing requirements / skills
 - (c) Technology and equipment for O&M
 - (d) Routine / Regular / Periodical schedule of maintenance's to be done
 - (e) Detailed annual O&M costing
 - (f) Arrangements possible for O&M
- v. **Tender documents**
- The Consultant shall prepare tender documents as per the approved tender packaging strategy including –
- Detailed engineering design & working drawing
 - Bill of Quantities (BOQ) and latest schedule of rates of Works Department, Govt. of Odisha shall be used.
 - The BOQ prepared shall be Technically Sanctioned by Inspector of Local Woks (ILW) before floating of Tender, assist ULB for obtaining the Technical Sanctions by providing required support.
 - The PMC shall be responsible for all the compliance pertaining to the Technical Sanction.
 - Detailed timeline for the execution of work excluding Monsoon.
 - Tender conditions shall be included as per OPWD format or any other format approved by Govt. of Odisha. The Consultant shall consult OUIDF in this regards.
 - Detailed Technical specifications for each item shall be include in the tender as per standard codes and guidelines applicable.
 - The Consultant to provide list of possible vendors/ contractors/operators.
 - The consultant shall be responsible for clarification to all technical issues relating to tender documents and shall assist ULB in invitation of bids, carry out evaluation of the technical bids and assist in signing of agreement between contractor and ULBs.
- vi. **Project Management Consultancy (PMC)**
- Principal responsibilities will be generally to carry out all the duties of the Project Management Consultant as specified in this RFP, within the limitations specified therein. In case of any disparity, the stipulations made in the contract documents will prevail in the order of precedence mentioned

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therein. The scope of work of the Consultant during project implementation period shall include making suitable modifications to design / drawings as applicable for construction based on site conditions, day to day supervision of construction and quality control of works, Certification of bills for approval by ULB and overall responsibility till commissioning of the project.

a. Project Planning and Scheduling

- Prepare and submit for approval to ULB 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 (provided handhold support if needed) the contractor's work program including activity scheduling and resource programming.
- 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 the contractor's detailed work program and guide Contractor in preparation of work plan for each package.
- 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 ULB for grant of extension of time by ULB to Contractor (within time stipulated in the Construction Contract).
- The Consultant shall be required to participate in the project review meetings held from time to time by ULB / OUIDF, 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 (i.e. upto completion of Defects Liability Period). In case of any claims with financial implication, approval of ULB shall be obtained by the Consultant.

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- 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 supervision of construction works at site, Quality Control, taking measurements, certification of the bills of Contractor and submission to ULB for approval, handing over completed works as per the timeline and attend to audit queries and all arbitration / litigation cases with respect to the project.
- In case the contractor is incapable of preparing bills, the consultant would be required to prepare the bill on behalf of contractor.
- Consultant shall highlight the excess quantity of each item separately as per the estimate in every bill to be submitted.
- 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 ULB in this regard.
- Assist/advise ULB 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 ULB 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 ULB 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
- Fortnightly/Monthly reporting to OUIDF regarding work progress showing lags and timely completion. The report should include status of progress with respect to the timeline, status of billing and excess / variations if any, audit of environmental compliance, health & safety compliance, flagging any other issues etc
- ULB / OUIDF may inspect and review the progress of works and may issue appropriate directions to the Consultant for taking necessary action.

b. Supervision manual

- Prepare, in consultation with ULB, 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 Consultant shall submit a Supervision Manual covering the test procedures (as per IS Codes / Standards as applicable), formats for monitoring of progress, quality control of works, certification of works, taking measurements, preparation of bills.

c. Material testing and quality control

- 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.
- Check the laboratory and field tests carried out by the Contractor and develop a mechanism in consultation with ULB 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.
- The Consultant shall ensure that the Contractor carry out all necessary 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.
- All documents related to quality control and register of quality control test shall be maintained and updated timely by the Consultant.
- Verify the quality of material and equipment supplied by Contractor before sanctioning any mobilisation advance for material & equipment by ULB.
- Establish quality assurance system including verification of source of material and Certification.
- Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings.
- ULB 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 Consultant and the Contractor.

d. Environmental protection and safety during construction

- 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.
- 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.
- 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.
- Advise the Contractor to adhere to guidelines of Environmental Climate, Social Sustainability Framework (ECSF) of KfW.
- The Consultant shall ensure that the Contractor comply with all the norms and

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rules as mentioned in OPCB guidelines w.r.t air, water, noise pollution during construction.

- The Consultant shall ensure that the Contractor has taken adequate care for maintaining smooth flow of existing traffic during construction.
- 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.
- The Consultant shall submit compliance of environmental and social safe guard measures along with safety audit report mentioned above implemented by the Contractors in the weekly progress report.

e. Certification of Interim and final payments / Bills by Consultant

- 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.
- Reconciliation of the quantities for the final bill shall be done by the Consultant before the final bill is submitted to ULB. The Consultant shall ensure that all the test reports /certificates, guarantees, warrantees bonds are obtained.
- Issue interim certificates to the ULB for its approval 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.
- A copy of the bill (Interim and final) after approval by ULB shall be forwarded to OUIDF for the purpose of payment to the Consultant. This shall be accompanied by the Consultant's Invoice for PMC services as per the terms of this contract.
- Verification of work on its completion and issuing completion certificates for the completed works to the ULB, so as to enable ULB 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 ULB and attend to the observations/ queries raised while processing the same for payments by ULB.
- 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 ULB.
- Preparation of revised estimate etc., if required.
- 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 ULB for approval.
- The Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Consultant following claims filed by the Contractor. The 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,

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the Consultant will certify that they have checked all the measurements and quality control tests. Any discrepancy found will be settled in the following interim payment certificates.

- 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.
- 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 ULB w.r.t Construction Contract.
- In case of Force Majeure, Consultant should certify the period and recommend to the ULB the impact of Force Majeure for execution of project relevant to construction contract.
- The 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 ULB. 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 ULB. The Consultant will summarize and consolidate in a single report the key information to prepare the final completion Report for the entire construction package.
- Assist third party inspections, if necessary, as decided by Urban Local Body (ULB).
- Assist the ULB in issue of completion certificates.

f. Defects liability

- Defect Liability Period (DLP) for initial 12 months from the date of completion of the work.
- Periodical inspection of completed works for initial 12 months of DLP in accordance with the contract as and when required.
- To support and assist ULB 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.
- 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.
- 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 ULB, supervise performance of the operators and report to ULB in case of shortcomings, including recommending on corrective

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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.

g. Contract administration

- The Consultant shall collect and deliver to ULB any specific written warranties or guarantees given by others, including all required trade Contractor guarantees and warranties.
- Provide assistance to the ULB in respect of contract implementation, claims and other matters;
- Review and ensure continuity of Contractor's services in approved formats
- To advise ULB on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to arbitration.
- To prepare detailed recommendations to ULB for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds.
- 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 ULB 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.

h. Record keeping and MIS

- Prepare realistic quarterly cash flow for the project in a format acceptable to the ULB / OUIDF. Cash flow should identify budget estimates for all outstanding work which should be updated regularly.
- Maintain records of all plan labour and material used in the construction of the works.
- Assist ULB in proper monitoring/ progress of works and implementation of project through computer aided project management technique and Management Information System (MIS)
- 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 Certificate" from statutory authorities, wherever required.
- 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.
- Prepare and issue Fortnightly/Monthly progress reports for submission to the ULB and OUIDF.

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- Assist ULB in providing clarifications/explanations to observations made, from time to time, by the Auditor.
- The Consultant shall prepare all periodical reports, applicable to the Projects, as may be required by Lenders, other stakeholders or the State Government etc. on behalf of ULB.

i. Deployment of Personnel

The Full Time Key Experts, mentioned in the RfP for the Project which includes Project Manager, SWM Expert Site Engineer and Site Supervisor shall be deployed ULB wise as mentioned in the following table.

S No.	Position	Deployment
1	Project Manager	1 for 12 ULB
2	SWM Expert	1 for 12 ULB
3	Site Engineer	1 for 3 Sites
4	Site Supervisor	1 for each site

The Project Manager, SWM Expert Site Engineer and Site Supervisor are required to be posted at the Project Site Full-time during the entire project duration ULB wise.

The Part-Time Key Experts shall be deployed at back office as given in Clause 3.1.3 as and when required based on the Project requirement.

Any taking of leave by Full Time Experts for a period exceeding 4 days shall be subject to the prior approval of the respective ULBs, and the Consultant shall ensure that any absence on leave will not delay or affect the progress and quality of the service by the PMC.

Senior SWM Expert shall visit the each site at least once every 15 days for the review the progress of work and review the compliances as per Environmental Clearance and SWM Rules 2016. Senior SWM Expert should also visit the site and attend meetings when requested by respective ULBs and OUIDF during the period of the Contract of PMC. Senior SWM Expert shall also be present at site during the Commissioning Stage up to the Operational Acceptance of the Project and should attend all the Tests on Commissioning of composting plants.

The Mechanical Engineer shall be present at the site during the supply and erection of Plant and Machinery for Compost Plant / ETP and at the Commissioning Stage of the Project. The Engineer shall certify that Plant & Machinery procured for the Project conforms to or is superior to the specifications as per the Contract.

The Structure Engineer shall review and approve the design and drawings as per the Contract between respective ULBs and contractors taking into account all the location features (like wind load).

j. Action Requiring Specific Approval of the ULB

- The Consultant will seek prior permission of the ULB before taking any of the following actions:

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- i. Consenting to the subcontracting of any part of the works.
- ii. Certifying additional cost determined
- iii. Ordering suspension of work
- iv. Issuing the Notice to commence the work
- v. Approving an extension of time
- vi. Issuing a variation except if such variation would be within the limits as indicated in the civil contract document.
- vii. 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;
- viii. 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
- ix. 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.

k. Working Arrangements

- i. The Consultant will have a separate office facility from where the consultants will carry out their duties. The consultants will work alongside the ULB staff and have frequent interactions with the ULB for this project and will assist and carry out on-the-job training as a routine part of their activities.
- ii. The Client will provide suitable counterpart staff to work in the ULB 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.
- iii. 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.

V. Period of Engagement of PMC

The period of engagement of service of PMC would be 20 months (8 months Design-Build Period and 12 months operation) from the date of signing of the Agreement between PMC and OUIDF which includes construction period and Operations and Maintenance Period till completion of 1st year of O&M whichever is later and after issue of Completion Certificate and Operational Acceptance of the SIOM Operator.

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VI. Payment Schedule

The Consultant shall be engaged for the entire Design-Build Period of 8 (Eight) months and Operations Period of 12 (month) months or till the time Construction and 1st year of O&M is Complete. In case of Delay of Completion by Operator the Total Consultancy Fee of PMC shall remain firm.

The Payment Schedule for PMC is provided in table below:

S.No	Deliverable /Milestone	Timeline	%of Consultancy Fee payable at the milestone Plant wise
Design Built Period (8 months)			
1	I. Site Appreciation report and Design and estimates for Civil contractor. <i>(Estimate to be Technically Sanctioned by ILW of ULBs) along with Draft Tender Document for civil.</i>	30 Days from the signing of Agreement	20% payment on successful competition of point no 1 (iii) of this table.
	II. Finalisation of site wise Composting Plant Capacity. III. Selection of Civil Contractor.	90 Days from the signing of Agreement	
2.	Completion of Civil Structure and Certification of Final Bill by Civil contractor & Submission of As-Built Drawings by Civil contractor.	180 Days from the signing of Agreement	20% payment on successful competition
3.	I. Invitation of Bid for SIOM Vendor.	I.90 Days from the signing of Agreement	20% payment on successful competition of point no 2 (iii) of this table.
	II. Approval of Design Basis Report and Cost Estimate of SIOM Vendor.	II.60 days from the site handover from Civil Contractor.	
	III. Installation of Composting equipment of SIOM Vendor.	III.240 Days from the signing of Agreement	
4	I.Successful Test Run of Plant.	30 days for the installation of Equipment or 240 days from signing of Agreement.	10% payment on successful competition.
	II.Certification of Total Project Cost issue of Completion Certificate.		
5	I. PMC Review and Approval of As-Built Drawings and Plans.	30 days from start of operation date	10% payment on successful competition.
	II. Operations & Maintenance manual approval.		
	III. Start of operations of Facility		

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S.No	Deliverable /Milestone	Timeline	%of Consultancy Fee payable at the milestone Plant wise
O& M (12 Months from Completion of Construction)			
6	Certification of Tipping fee of SIOM Vendor		5% every Quarter total 20%

The Payment to the PMC shall be paid on the basis of Deliverable / Milestone or Project Progress per plant wise.

*It is to be ensured by PMC that the Contractor shall submit the bill for each month.

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VII. Performance Security

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 successful completion of services by the SIOM Vendor subject to deduction if any as per terms & conditions of Contract.

ANNEXURE II: COVER LETTER
(On the letter head of Bidder)

Ref:

Dated:

The Secretary, OUIDF
Fortune Towers, 4thFloor Chandrasekharpur, Bhubaneswar-23

Subject: Appointment of Project Management Consultant for 5/3/1.5 TPD Decentralised
Waste Processing Plants in 42 ULBs in Odisha

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 is 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 or Consortium Member 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 Independent nor have 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

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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 Independent 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 Independent 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 guide lines 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. /-(Rupees only) 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 Authorize 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

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Consultancy.

20. We, _____(Bidder's name/Lead Member of Consortium Name) herewith enclose the Financial Proposal as Annexure XI for selection of my/our firm as Consultant.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.
22. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the of the Authorised 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:

To
The Secretary, OUIDF
Chandrasekharapur, Bhubaneswar-23 Odisha

Sub: Appointment of Project Management Consultant for 5/3/1.5 TPD Decentralised Waste Processing Plants in 42 ULBs in Odisha

Dear Sir,

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 Authorised Representative and has been duly Authorize to submit our Proposal. Further, the Authorised signatory 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 Authorised signatory/Lead Member in case of Consortium)

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 “Authorised Representative”) /Lead Member of Consortium (in case of Consortium) 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 Appointment of Project Management Consultant for 5/3/1.5 TPD Decentralised Waste Processing Plants in 42 ULBs in Odisha 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 OUIDF 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 Authorised 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 Authorised 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)

(In case of Consortium, Authorised Signatory of each Consortium Partner
should be the Signatory)

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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 and separate sheet for each Consortium Member in case of Consortium)

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

7. Declaration of Eligibility

S. No.	Criteria	Yes	No
1.	Has the Bidder /its Associate been barred by any government or government instrumentality, whether in India or in the jurisdiction of its incorporation/residence or the jurisdiction of its business, from participating in any project (BOT, BOO or otherwise)?		
2.	If the answer to point no. 1 above is yes, does the bar subsist as on the Bid Due Date?		

8. A statement by the Bidder or any of its Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary).
9. Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorised Signatory

ANNEXURE-VI

Financial Qualification of Bidder

(To be certified from the statutory auditor/ a practicing Chartered Accountant certifying the details submitted and also on letterhead of the Bidder/Consortium Member)

SL No	Financial Year	Annual Turnover (Rs. Lakh) From Consultancy Business
1	2015-2016	
2	2016-2017	
3	2017-2018	

Net Worth as on 31-03-2018 Rs. _____

**Statutory Auditor/ Chartered
Accountant**

Name of Audit Firm:

Seal of Audit Firm:

Name of Partner:

Membership No.:

Firm Registration No.:

Contact No:

Address

Instruction: The Bidder is required to submit a certificate from the statutory auditor/ practicing Chartered Accountant certifying the details submitted in the above format.

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. In case of Consortium, each Consortium Member shall furnish in separate sheet.

ANNEXURE-VII

Eligible Project Experience of Bidder

Eligible Project Management Consultant Project Experience as per in Clause 2.1.2(a)

(Following Tables shall be filled in by Bidder/Each Member of Consortium should submit separate sheet in case of Consortium)

S. No.	Name of Project	Start Date of Award): Completion Date:	Eligible Assignment Name & Brief Description of Deliverables /Inputs/Capacity in TPD and processing details of waste.	Name of Client, Address & Contact No	Approximate Contract fee Value in INRs. Must be More than Rs. 50 Lakhs	Total Fee Received (as Certified by CA)	Role of Bidder in Eligible Assignments as per Scope of Work.	Whether as Lead Bidder or Minor Consortium Partner	Reference Page Number of Proposal, Copy of Contract/ Completion Certificate/ C.A Certificate for Fee received
Completed									
1									
2									
Ongoing									
1									
2									

Name & Signature of Authorised Signatory

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Annexure-VIII: CV of Key Personnel

A. Summary of Key Position

SL No	Position	Name of the Expert	Qualification	Year of Experience	No of Similar Project Completed	Details of Similar Projects
1	Project Manager-1					
	Project Manager-2					
2	Solid Waste Management Expert-1					
	Solid Waste Management Expert-2					

B. C V of Key Position

(Name of ULBs to be deployed)

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	Whether NABET Qualified if Qualified give registration No				
9	Other Training & Publications				

10	Countries of Work Experiences				
11	Language	Speak	Write	Read	
12	Employment Record	From : To:			Position Held
	Employer Name & Address with Contact No				

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	Detail task assigned as per TOR	
For Project Manager		
	Details of Projects handled (to be provided for all the Similar projects)	<ul style="list-style-type: none"> ▪ Name of the Project: ▪ Client Name: ▪ Works Contractor Name: ▪ Project Duration-Start Date: End Date: ▪ Name of ULBs/Industrial Parks/SEZ Project/other Authority involved ▪ Type of Project ▪ Project Cost in Rs: ▪ Scope of Work of the proposed expert involved in the Project ▪ Does the Project involve Project Management consultancy
For SWM Expert		
	Details of Projects handled (to be provided for all the Similar projects)	<ul style="list-style-type: none"> ▪ Name of the Project: ▪ Client Name: ▪ Works Contractor Name: ▪ Project Duration-Start Date: End Date: ▪ Name of ULBs/Other Authority involved ▪ Technology involved in the Project ▪ Scope of Work of the proposed expert involved in the Project ▪ Does the Project involve Project Management consultancy of SWM Project ▪ Capacity of SWM Projects in TPD
For Site Engineer		
	Details of Projects handled (to be provided for all the Similar projects)	<ul style="list-style-type: none"> ▪ Name of the Project: ▪ Client Name: ▪ Works Contractor Name: ▪ Project Duration-Start Date: End Date: Name of Authority involved ▪ Type of Project: ▪ Scope of Work of the proposed expert involved in the Project

(Signature and name of the Key Personnel and authorised 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 Authorised Representative of the Bidder firm along with the seal of the firm.

Annexure-IX: Legally binding signed declaration of undertaking

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

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

(Signature(s))

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

ANNEXURE X: SALIENT ASPECT OF TECHNICAL PROPOSAL

The salient aspects of the technical proposal 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 & Manning 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 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. Proposed methodology of Consultant for undertaking the assignment
 - i. Deployment of staff and logistics
 - ii. Technical approach
 - iii. Methodological framework for Supervision and Monitoring.

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Work Plan

SL No	Activity	Duration In Quarter							
		1	2	3	4	5	6	7	8
Inception									
1.1	Task-1:								
1.2	Task-2:								
1.3	Task-3:								
Implementation Plan									
2.1	Task-4:								
2.2	Task-5:								
2.3	Task-6:								
Project Review Meeting and Monitoring the Progress									
3.1	Task-7:								
3.2	Task-8:								
3.3	Task-9:								
Compliance to Municipal Solid-Waste Management Rule 2016									
4.1	Task-10:								
4.2	Task-11:								
4.3	Task-12:								
O&M Plan & Issuance of Project Completion Certificate, As Built Drawing									
5.1	Task-13:								
5.2	Task-14:								
5.3	Task-15:								

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Manning Schedule

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

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.

ANNEXURE XI: FINANCIAL PROPOSAL

(On the letter head of Bidder)

Appointment of Project Management Consultant for 5/3/1.5 TPD Decentralised Waste Processing Plants in 42 ULBs in Odisha

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:

S. No.	Plant Capacity	Consultancy Fees In (Rs.) figures per Plant	Number of Plants	Total Consultancy Fees (Rs.)
	A	B	C	(B X C)
1	1.5 TPD		3	
2	3 TPD		12	
3	5 TPD		27	
Total			42	
GST if any @_%				
Total with GST				

A. Total Amount in words: _____

B. Total Amount with GST in Words: _____

Signature

Authorised representative of the Bidder

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. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by Bidder as given below.
4. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST.
5. GST as applicable now is shown above to be charged additional, as applicable.

We understand you are not bound to accept any proposal you receive

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 should 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 OUIDF 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. OUIDF and consultants:

- i) Potential consultant should not be privy to information from OUIDF which is not available to others;
- ii) Potential consultant should not have defined the project when earlier working for OUIDF
- iii) Potential consultant should not have recently worked for the OUIDF 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 OUIDF 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 OUIDF. 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 OUIDF 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 OUIDF at the earliest. Officials of the OUIDF involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

ANNEXURE -XIII

AGREEMENT FOR CONSULTANCY SERVICES

This Consultancy Agreement (hereinafter called the "**Contract**") is made on ____ day of the month of _____, 2019, by and between,

Odisha Urban Infrastructure Development Fund, a Trust formed and incorporated under the Indian Trusts Act, 1882 and having its registered office at 4th Floor, Zone A/2, Fortune Towers, Bhubaneswar – 751023 represented by Financial Adviser Cum Administrative Officer, OUIDF and Representative of 42 ULBs (hereinafter called "**Client**" which includes its successors and permitted assigns), of the First 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 Client, ULBs and Consultants are individually referred to as First Party, Second Party and Third Party respectively and collectively referred to as Parties.

WHEREAS

- a) The ULBs are desirous of implementing Decentralized Waste Processing Plants using Aerobic Composting Project and has sought the assistance of Client in engagement of Project Management Consultant for Project Management Consultancy for Decentralized Waste Processing Plants using Aerobic Composting across various ULBs in Odisha.
- b) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- c) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

APPENDICES

- a) APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP Notice No. /2018 dated _____ 2019
 - b) APPENDIX B – DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
 - c) APPENDIX C – KEY PERSONNEL :- (As per clause 3.1.3 A of RFP)
 - d) APPENDIX D – ROLE OF CLIENT: - (As per TOR of the RFP)
 - e) APPENDIX E – RFP, CORRIGENDUM & ADDENDUM
 - f) APPENDIX F- PRE-BID MINUTES OF MEETING
 - g) APPENDIX G-MODEL PERFORMANCE GUARANTEE
 - h) APPENDIX H-LETTER OF AWARD
 - i) APPENDIX I- Representatives of 42 ULBs signature
2. The rights and obligations of the Client 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) The ULBs shall provide necessary assistance to the Consultants and also carry out the duties in accordance with the provisions of the Contract.

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

For and behalf of Client	
Financial Advisor-Cum-Administrative Officer, OUIDF	
Representatives of ULBs	at Appendix I
For and on behalf of Consultant	
Authorised Representative	

General Conditions of Contract

1. **General Provisions**

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government of India, as they may be issued and in force from time to time;
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d. "foreign currency" means any currency other than the currency of the Government;
- e. "GC" means these General Conditions of Contract;
- f. "Government" means the Government of the Client's country;
- g. "local currency" means the currency of the Government;
- h. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract,
- i. "Party" means the Client or the ULBs or the Consultants, as the case may be, and "Parties" means all three of them;
- j. "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- k. "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented;
- l. "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A; and
- m. "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at the ULBs mentioned in ToR and at any other such locations as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the ULBs or the Consultants may be taken or executed by the officials specified from time to time by the parties and as mentioned in the SC.

1.7. Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by the Parties or such other later date as may be stated in the SC (Effective Date).

2.2. Commencement of Services

The Consultants shall begin carrying out the Services seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

2.6.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1:

- a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Consultants become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Sixty (60) days; or
- d. if the consultant, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- e. If the Consultant does not abide the decision of Arbitrator
- f. if the Client, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Consultants

The Consultants may terminate this Contract, by not less than Thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- a. if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Consultants that such payment is overdue; or
- b. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants:

Lump sum Consultancy fee up to that phase pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

3. Obligations of the Consultants

3.1. General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or third parties.

3.2. Conflict of Interests

3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The Consultancy Fee of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2. Consultants and Affiliates Not to Be Otherwise Interested in Project

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3. Prohibition of Conflicting Activities

Neither the Consultants nor their Sub consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in the Government of India which would conflict with the activities assigned to them under this Contract; or
- b. after the termination of this Contract, such other activities as may be specified in the SC.

3.3. Confidentiality

The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken Out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. entering into a subcontract for the performance of any part of the Services,
- b. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub consultants"), and
- c. any other action that may be specified in the SC.

3.6. Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7. Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

4. Consultants' Personnel

4.1. Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2. Removal and/or Replacement of Personnel

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.

If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the ULBs shall provide the Consultants such assistance and exemptions as specified in the SC.

5.2. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to

taxes and duties or any statutory law relating operation of Contract which increases or decreases the cost of the services rendered by the Consultants, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3. Services and Facilities

The Client shall make available to the Consultants the Services and Facilities listed under Appendix D.

6. Payments to the Consultants

6.1. Lump Sum Remuneration

The Consultant's fee shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2. Contract Price

The price payable in local currency is set forth in the SC.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4., a breakdown of the lump sum price is provided in Appendix E.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5. Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, No interest shall be paid to the Consultants.

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	General Provisions
i)	Member in-charge is “ _____ ”
1.3	The language is English
1.4	<p>For the Client: Financial Advisor cum- Administrative Officer ,OUIDF OUIDF Trust, Zone A/2,Fourth Floor, Fortune Towers,Bhubaneswar-751023 Phone:0674-2300396,2300397</p> <p>For the Consultant: _____ Address: _____ Email:_____</p>
1.6	<p>Authorised Representative of Client: Sr. Project Manager, OUIDF</p> <p>Authorised Representative of Consultant:</p>
2.	Commencement, Completion, Modification, and Termination of Contract
2.2	Effective Date: _____
2.3	<p>Addition to Clause 2.3 of GC</p> <p>The duration of contract shall be 8 (Eight) months for Design-Build Period and 12 (Twelve Months) Operation period, 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.</p>
3.	Obligations of Consultant
3.1	<p>Addition to Clause 3.1 of GC</p> <p>Procurement Rules of Funding Agencies: Furthermore, if the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the Finance Department Government of Odisha and shall at all times exercise such responsibility in the best interest of the Client.</p>
3.2.3	As per Clause 2.2 & Annexure IX of RFP

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	For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets
3.4	The Consultant shall take adequate insurance to cover any third party liability and professional indemnity insurance
3.5 (c)	Consultant shall not subcontract the work to any agency other than technical survey work.
3.7	No Party shall use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.
5	Obligations of the Client
5.1	<p>Addition to Clause 5.1 of GC</p> <p>Obligations of Client</p> <ul style="list-style-type: none"> i. The ULB shall carry out joint survey with the Consultant at the Project Sites for Decentralized Waste Processing Plants using Aerobic Composting. ii. Demarcation of Land for Composting Plant site. iii. To obtain Technical Sanction from Inspector of Local Works (ILW) for civil structure. iv. The ULB shall provide all documents, reports available for the Project sites and help facilitate any necessary information from any other department / agency.
6.	Payment to the Consultants
6.2	Price payable exclusive of Goods & Service Tax is INR _____ per ULBs ()
6.4	<ul style="list-style-type: none"> i. No Advance payment ii. Payment to Consultants shall be made as per TOR of RFP iii. The payments are subject to the acceptance of the reports and the documents by the concerned authority for every stage of the project. iv. Consultant shall submit Performance Security of Rs. _____ (Rs. _____) before entering into Agreement. Performance Security validity shall be for 24 months 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. v. The Non-compliance to the time schedule or any violation of the Contract by the Consultant shall entitle Client to encash the

	<p>Performance Guarantee. 0.2% of value of Performance Guarantee as liquidated damage per day shall be deducted for delay in submission of tender documents subject to maximum of 100% of the Performance Guarantee. 0.5% of value of Performance Guarantee as liquidated damage per week shall be deducted for delay in completion of project during implementation period subject to maximum of 100% of the Performance Guarantee, provided such delay is attributable to the delay by the Consultant.</p>
6.5	<p>i. Payment shall be made within fifteen (15) days of receipt of the invoice and the relevant documents specified in Appendix B and after approval of proper Authority.</p>
7.	Settlement of Disputes
7.2	<p>In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>Arbitration proceedings shall be held in India at the Bhubaneswar Jurisdiction and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p> <p>All the Terms & Conditions of RFP & Pre-Bid Meeting Minutes are binding to both the parties</p>

APPENDICES

- a) APPENDIX A - DESCRIPTION OF THE SERVICES:- As per Annexure 1-TOR of the RFP
Notice No. /2018 dated _____ 2018
- b) APPENDIX B – DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
- c) APPENDIX C – KEY PERSONNEL :- (As per clause 3.1.3 B of RFP)
- d) APPENDIX D – ROLE OF CLIENT: - (As per TOR of the RFP)
- e) APPENDIX E – RFP, CORRIGENDUM & ADDENDUM
- f) APPENDIX F- PRE-BID MINUTES OF MEETING
- g) APPENDIX G-MODEL PERFORMANCE GUARANTEE
- h) APPENDIX H-LETTER OF AWARD
- i) APPENDIX I- Representatives of 42 ULBs signature

Appendix-G
Model Performance Guarantee

Address of guarantor bank:.....

.....
.....

Address of beneficiary (Client):

OUIDF

Address

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, Account No _____ for account of (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 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".

- A. WHEREAS, OUIDF has invited Request for Proposal (RFP) from Consultancy Firm vide its document no. for selection of Consultant Project Management Consultancy for Decentralized Waste Processing Plants using Aerobic Composting across Various ULBs in Odisha.
- B. AND WHEREAS as per the RFP document, Consortium applications will also be considered by OUIDF subject to a maximum of two Consortium members.
- C. 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 Members are 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

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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: