



## Odisha Urban Infrastructure Development Fund

4<sup>th</sup> Floor, Zone A/2, Fortune Towers, Chandrasekharpur,  
Bhubaneswar-751023, Odisha

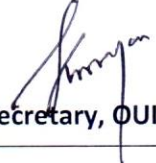
Email: [ouidf.hudd@gmail.com](mailto:ouidf.hudd@gmail.com) Website: [www.ouidf.in](http://www.ouidf.in)

Ref No- 01/OUIDF-227/2022

Date: 08/07/2022

### **Request for Proposal for Appointment of Project Management Unit in OUIDF**

Odisha Urban Infrastructure Development Fund (OUIDF), a wholly owned Trust of Housing & Urban Development Department, Government of Odisha invites applications from reputed Consultancy Firms for providing Consultancy Services for **Appointment of Project Management Unit in OUIDF**. Interested firms may download the RFP document from the websites [www.ouidf.in](http://www.ouidf.in) or [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) and submit the complete RFP Document on or before 22/08/2022 by 4 PM IST to above mentioned address.

  
Secretary, OUIDF

# Request for Proposal Appointment of Project Management Unit in OUIDF

08-07-2022

**ODISHA URBAN INFRASTRUCTURE DEVELOPMENT  
FUND (OUIDF)**

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## **Disclaimer**

The information contained in the Bid Document or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of the Authority and its employees or advisors is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and further it is neither an offer nor an invitation by the Authority to the Bidders or any other Person. The purpose of the Bid Documents is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bid Documents include statements which reflect various assumptions and assessments arrived at by the Authority and its advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bid Documents may not be appropriate for all Persons and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bid Documents. The assumptions, assessments, statements and information contained in the Bid Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bid Documents.

The information provided in the Bid Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. The Authority and their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents.

The Authority and its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bid Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Documents and any assessment, assumption, statement or information contained in the Bid Documents or deemed to form part of the Bid Documents or arising in any way.

The Authority and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the content of the Bid Documents.

It will be deemed that by submitting a Bid, each Bidder agrees and releases the Authority and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bid

Documents and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bid Documents.

The issue of the Bid Documents does not imply that the Authority is bound to qualify any Bidder or to award the Agreement for the Project to any Bidder. The Authority reserves the right to reject all or any of the Bids for the Project, without assigning any reasons whatsoever.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders and the Authority and its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

# LETTER OF INVITATION

## Letter of Invitation (LoI)

1. Sealed Tenders are invited by Odisha Urban Infrastructure Development Fund (OUIDF) (“The Authority”) for Appointment of Project Management Unit in OUIDF from Internationally and Nationally Reputed Consultancy firms. More details on the Services are provided in the Terms of Reference (Section VII).
2. RFP document can be downloaded from the websites [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in) and [www.ouidf.in](http://www.ouidf.in).
3. The RFP includes the following Sections:  
Section I – Instructions to Consultants (ITC)  
Section II – Data Sheet  
Section III – Technical Proposal - Standard Forms  
Section IV – Financial Proposal - Standard Forms  
Section V – Eligibility Criteria  
Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility  
Section VII – Terms of Reference  
Section VIII – Conditions of Contract and Contract Form
4. Pre-bid meeting will be held on 25/07/2022 at 11:00 A.M. IST in the Office of the Odisha Urban Infrastructure Development Fund, 4<sup>th</sup> Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar-751023, Odisha, India.
5. The Bidders shall submit their proposals latest by 22/08/2022 up to 4.00 P.M IST and **Proposal’s** submission date, time and address are provided in **ITC 17.4** and **ITC 17.10**.
6. The Technical Proposal shall be opened on 23/08/2022 at 11:00 A.M. IST of next day of PDD in the presence of representatives of bidders at Office of The Secretary, OUIDF.
7. The Project for which Consultant is proposing to be engaged is given below:

NIT No	Name & Details of Work
01/OUIDF-227/2022	Appointment of Project Management Unit in OUIDF

Interested Bidders may obtain further information by writing/email from the office of:

The Secretary, OUIDF,  
4<sup>th</sup> Floor, Zone A/2, Fortune Towers, Chandrasekharapur,  
Bhubaneswar, Odisha-751023, India,  
Email: [ouidf.hudd@gmail.com](mailto:ouidf.hudd@gmail.com)

-sd/- Secretary, OUIDF

# **PART 1 – TENDERING PROCEDURES**

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# Section I. Instructions To Consultants

## A. General Provisions

### 1.Scope of Proposals and Definitions

1.1 OUIDF intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

1.2 Throughout these Request for Proposal the following definitions apply:

(a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Authority's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(c) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the OUIDF under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.

(d) "Contract" means a legally binding written agreement signed between the OUIDF and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).

(e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect the conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.

(f) "Day" means a calendar day.

(g) "Authority" means the contracting party that legally concludes the Contract i.e Odisha Urban Infrastructure Development Fund (OUIDF) for the Services with the selected Consultant .

(h) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(i) "Government" means the government of Odisha.

(j) "Guidelines" means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at [www.kfw-entwicklungsbank.de](http://www.kfw-entwicklungsbank.de).

(k) "ITC" (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to OUIDF for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.

(m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's **Proposal**.

(n) "LOI" (Section 1 of this RFP) means the Letter of Invitation.

(o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(p) "RFP" means the Request for Proposals to be prepared by OUIDF for the selection of Consultants.

- (q) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (r) "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to OUIDF during the performance of the Contract.
- (s) "TOR" (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of OUIDF and the Consultant, and expected results and deliverables of the assignment.

- 1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants' expense.
- 1.5 OUIDF will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

## **2.Source of Funds, Responsibilities**

- 2.1 OUIDF as indicated in the **Data Sheet** has applied or received financing (hereinafter called "funds") from KfW Development Bank (hereinafter called "KfW") towards the cost of the project named in the **Data Sheet**. OUIDF intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.
- 2.2 The procurement process is the responsibility of OUIDF. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with OUIDF and the Applicable Guidelines detailing the requirement for KfW's approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with OUIDF.

## **3.Sanctionable Practice**

- 3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section VI.
- 3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

## **4.Eligible Consultants and Eligible Materials, Equipment, and Services**

- 4.1 A Consultant may be a firm that is a private entity, a government-owned entity – subject to ITC 4.3 –Joint venture ("JV") Bidding NOT PERMITTED for this procurement.
- 4.2 It is the Consultant's responsibility to ensure that its Experts, j agents (declared or not) meet the requirements of eligibility and conflict of interest as established hereunder.
- 4.3 Other Eligibility criteria to bid are described in Section V, Eligibility Criteria.

The Bidder must be a Company as registered under Indian Companies Act, 1956 / 2013 or Partnership firm, Limited Liability Partnership, Proprietorship firm, Trust, Society, PSU of Government of India, or any State Govt for international companies it should be registered under appropriate agency of the respective bidder's Country. The Consortium is not allowed.

The Bidder shall fulfill the following Technical and Financial Eligibility:

**A. Technical Eligibility**

The Bidder shall have successfully completed at least 2 Projects under Category 1, 2 & 3:

**Category 1** – Experience in Project Transaction advisory services. Bidder should have prior experience in providing Transaction Advisory support (covering project structuring and bid process) to Government Dept./ Govt. PSU/ Govt. agencies /ULB in at least 2 (two) urban infrastructure projects meeting the following requirements:

- I. Project Bid Process should have been successfully completed during the past 7 years preceding the Proposal Due Date as evidenced by completion of Bid evaluation and award of contract r.
- II. Should be a project in the Infrastructure Sector ; like water supply, waste-water management, solid waste management, bus terminals, urban markets, city bus services, other urban transport projects and Street light, Sewerage and Housing etc.
- III. Should have a project cost of minimum Rs. 5 Crores.

**Category 2** – Experience of Preparation of DPRs/ Feasibility study of Urban Projects. The Bidder should have prior experience in preparing Detailed Project Report (DPR) / Feasibility Studies for Government Dept./ Govt. PSU/ Govt agencies in at least 2 (two) urban infrastructure projects meeting the following requirements:

- I. Project should have been successfully completed during the past 7 years preceding the Proposal Due Date.
- II. Should be in the following sub-sectors of urban infrastructure; water supply, waste-water management, solid waste management, bus terminals, urban markets, Sewerage Project, city bus services, Housing Project and other urban transport projects.
- III. Should have a project cost of minimum Rs. 5 Crores.

**Category 3** –The Bidder should have prior experience in Project Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit Technical Support Unit, under any Central / State Govt. Schemes/Programme / Externally Aided Projects/Fund. in at least 2 (two) assignments/projects meeting the following requirements

- I. Assignment/ Project should have been successfully completed during the past 7 years preceding the Proposal Due Date.
- II. The Consultancy Fees for each such assignment should be of minimum annual value of Rs. 1 crore (excluding taxes) and such Project unit shall have operated/functioned for minimum 2 years, during the last 7 years from the preceding the Proposal Due Date.

The proof of such engagement shall be provided in the form of client’s copy of Agreement, Letter of Award, along with Chartered Accountant’s Certificate of fee received for the projects or Completion Certificate from respective client/ Authority with value of fee received and duration of project.

However, OUIDF reserves the right to ask for additional information and references for confirmation and the right to reject / accept the Project based on the strength of testimonials enclosed

## **B. Financial Eligibility**

The Bidder/ Consortium Member shall have an Annual Turnover of at least Rs. 15 Crore in last 3 (three) financial years (2018-19, 2019-20 and 2020-21) from Consulting Business only and a Net Worth Of Minimum Rs 20 lakhs as on 31st March 21.

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 from Consulting Business & net worth. The certificate of Chartered Accountant must have UDIN.

c) Conditions shown in this section (A) to (B) are minimum qualifying criteria. The Bidder not meeting the above requirement will not be considered for further evaluation.

4.4 This tendering procedure is open tender for all eligible Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to OUIDF, as specified in Clause 4.3 or as OUIDF shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At OUIDF's request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

## **5. Conflict of Interest**

5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding OUIDF's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the PEA;
- (d) are engaged in a services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the award of contract.

(g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to OUIDF any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

## **6.Unfair Competitive Advantage**

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end OUIDF shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

## **B. Preparation of Proposals**

### **7.General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 20.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, OUIDF's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by OUIDF.

### **8.Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and OUIDF shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. OUIDF is not bound to accept any **Proposal**, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

### **9.Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and OUIDF shall be written in the language(s) specified in the **Data Sheet**.

### **10.Documents Comprising the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

- 10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
- 10.3 The Bid Security is . (Exempted )
- 10.4 All forms are submitted in the prescribed formats and signed by the authorized signatories;

### 11.Only One Proposal, Key Experts

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one **Proposal**, all such **Proposals** shall be rejected.
- 11.2 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.
- 11.3 Individuals<sup>1</sup> (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.

### 12.Proposal Validity

- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

#### Extension of Validity Period

- 12.3 OUIDF will make its best effort to complete the evaluation within the **Proposal's** validity period. However, should the need arise, OUIDF may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.
- 12.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.

#### Substitution of Key Experts at Validity Extension

- 12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to OUIDF.
- 12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 12.8 Substitution requests shall not delay the evaluation process.

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<sup>1</sup> An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

## Sub-Contracting

12.9 The Consultant shall not sub-contract the whole of the Services to one or more Sub-Consultants.

## 13. Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to OUIDF's address indicated in the **Data Sheet**. OUIDF will respond in writing, or by standard electronic means, and will host on its website to all Consultants not later than ten (21) days prior to the deadline for the submission of Proposals. Should OUIDF deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the **Proposal** submission deadline, OUIDF may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment(s) shall be hosted on its website for information to all the Consultants and will be binding on them.
- 13.1.2 If the amendment is substantial, OUIDF may extend the **Proposal** submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## 14. Preparation of Proposals – Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 To establish that the Consultant meet the eligibility and qualification criteria as per ITC 4.3 and section V
- 14.1.2 OUIDF may indicate in the **Data Sheet** the estimated Key Experts' time-input or OUIDF's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.
- 14.1.3 If so required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, OUIDF shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.
- 14.1.4 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

## 15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Expert position.
- 15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.



## 16. Financial Proposal

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII) and taking into account the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV.

### Price Adjustment

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for remuneration rates may apply in line with the provisions if stated in the **Data Sheet**.

### Taxes

16.3 The Consultant, and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in India in the state of Odisha, unless they are exempted from such payments. The details of the applicable regime are indicated in the **Data Sheet**. In any case taxes, duties, levies and fees payable by the Consultant, and Experts outside OUIDF's country shall be considered to be included in the overhead fees.

### Currency of Proposal

16.4 The Consultant may express the price for its Services in INR unless otherwise stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

### Currency of Payment and Payment Conditions

16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.

### Contributions by OUIDF

16.7 The Consultant shall assume in the financial Proposal that OUIDF shall make the following contributions:

16.7.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;

16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs;

16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses;

16.7.4 provide other contributions as stipulated in the **Data Sheet**.

## C. Submission, Opening and Evaluation

### 17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.

- 17.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.
- 17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.
- 17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."
- 17.7 Similarly, the original and all copies of the Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."
- 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".
- 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, OUIDF will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.10 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.
- 17.11 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

## 18. Bid Security & Performance Gurantee

- 18.1 Earnest Money Deposited/ Bid Security will not be applicable, the bidder has to furnish Bid Security Declaration on its letter head as per the office memorandum of Finance Department Govt of Odisha vide memo no 281, dated 05-01-2022 .
- 18.2 The successful Bidder shall submit a Performance Guarantee for an amount equal to 3% of the value of the Contract in the form of a Bank Guarantee. The Performance Guarantee shall be returned, after the Consultancy Services delivered by the Consultant.
- 18.3 The bank guarantee shall be in the format provided in Appendix-G of the Bidding documents. The Bank Guarantee shall be issued by a bank located in the Purchaser's country (Nationalized or Scheduled commercial Bank in India) or issued by a reputed foreign Bank and routed through a correspondent Bank (Nationalized or Scheduled commercial Bank in India).
- 18.4 OUIDF shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

18.5 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 ITC 32 of this RFP;
- b) If a Bidder withdraws/modify its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in ITC 30.4 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 ITC 5; and
- e) If the selected bidder commits breach of the Agreement

## 19. Opening of Technical Proposals & Evaluation

19.1 OUIDF's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 19.4.

19.2 OUIDF's evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from OUIDF's administration or organisation. However, if a tender agent conducts the selection procedure on behalf of OUIDF as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 19.4

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 21.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet. Proposal Evaluation** 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 format from Tech 1 to Tech-5
- b) It is received by the PDD including any extension thereof;
- c) It is accompanied by the Bid Security as specified in Clause 18;
- d) It is accompanied by the Power of Attorney;
- e) It contains all the information (complete in all respects) as requested in the RFP;
- f) It does not contain any condition or qualification; and
- g) It is not non-responsive in terms hereof.

### Proposals Evaluation

19.5 The evaluation of the Technical Proposals shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 19.2.

19.6 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals,

OUIDF will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

- 19.7 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.
- 19.8 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.
- 19.9 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.
- 19.10 If any Bidder does not provide clarifications sought under ITC 19.9 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.

## **20. Evaluation of Technical Proposals**

- 20.1 OUIDF shall evaluate the Technical Proposals on the basis of the Eligibility criteria and point system set out in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75%. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score.
- 20.2 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied unless specific scoring criteria is mentioned in DATA SHEET;
- 20.3 The Bidder have to achieve the minimum technical score 75% of the total technical in accordance with ITC 20.1 shall be opened. The Financial Proposals of those Consultants below the minimum technical score shall not be opened and returned unopened after completing the selection process and Contract signing.

## **21. Evaluation of Financial Proposals**

- 21.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 20.3 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing.
- 21.2 The opening of the Financial Proposals shall be done in accordance with ITC 20.3 and ITC 21.
- 21.3 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

### **Lump Sum contracts**

- 21.4 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 23 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 21.5 Notwithstanding the above, the offered price may be adjusted for reimbursable items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. Reimbursable items will be either considered or not considered for all Bidders.

21.6 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal

21.7 shall be applied according to the applicable provisions in ITC 21.2 and ITC 21.3. For this procurement Bidder shall offer Fee for deploying the 7 Core Professional within ceiling Limit of Rs 12,00,000/- per Month towards professional fee and shall also offer Bidder's Service Charge in Percentage to be applied on the Fee. The Service charges below 5% shall be considered as abnormally low and such offer shall be rejected.

## **22. Confidentiality**

22.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact OUIDF on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

22.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly OUIDF in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

## **23. Taxes**

23.1 OUIDF's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties/ GST, taxes and levies in OUIDF's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.

## **24. Conversion to Single Currency**

24.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

## **25. Combined Evaluation of Technical and Financial Proposals**

25.1 The Proposal Score shall be calculated by weighting the Technical Score with 70% and the Financial Score with 30% and adding them as per the formula and instructions in the **Data Sheet**. (based on the nature of project the weightage will be fixed)

25.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 26.1. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

## **26. Qualification of the Consultant**

26.1 OUIDF shall determine to its satisfaction whether the Consultant, whose Proposal has achieved the highest Proposal score in accordance with ITC 25.1 continues to meet the eligibility and qualifying criteria. Will be the shortlisted bidder.

26.2 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event OUIDF shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.

## **27. Authority's Right to Reject All Proposals**

27.1 OUIDF reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

27.2 Notwithstanding anything contained in this RFP, OUIDF reserves the right to accept or reject any proposal and to annul the Selection Process and reject all Proposal, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 27.3 Without prejudice to the generality of Clause 27.2, 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.
- 27.4 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then OUIDF reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of OUIDF, including annulment of the Selection Process. 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.
- 27.5 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.
- 27.6 In such an event, 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.

#### **D. Negotiations and Award**

##### **28.Negotiations**

- 28.1 OUIDF shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 25. The negotiations shall generally be related to the scope of work and Terms of Reference. Price negotiations on unit rates offered in Financial Proposal are not allowed.
- 28.2 OUIDF shall prepare minutes of negotiations, which shall be signed by OUIDF and the Consultant's authorized representative.
- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case OUIDF shall proceed to negotiate the Contract with the next-ranked Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

##### **Technical Negotiations**

- 28.4 The scope of the contract negotiations shall be limited to the following points:
- clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
  - clarifying any counterpart services to be provided by OUIDF and initial a draft contract by the conclusion of Negotiations.

28.5 Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

### **Financial Negotiations**

28.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

28.7 All terms and conditions of the Contract, including the payment schedule, shall be in accordance with the terms and conditions set out in the contract form provided in Section VIII Unless specific relaxation was permitted prior to acceptance of technical proposal. For the avoidance of doubt, the Contract terms and conditions normally shall not be subject to any material changes in the course of negotiations.

### **29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by OUIDF and the Consultant's authorized representative.

29.2 If the negotiations fail, OUIDF shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, OUIDF shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once OUIDF commences negotiations with the next-ranked Consultant, OUIDF shall not reopen the earlier negotiations.

### **30. Award of Contract, Information of Consultants**

30.1 After completing the negotiations with the Consultant OUIDF shall promptly inform all shortlisted Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

### **30.2 Award of Consultancy**

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

### **30.3 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, Bidder will execute the Agreement with OUIDF within 15 days from the acceptance of LOA or any date communicated by the OUIDF after submitting the Performance Security . The Selected Bidder will not be entitled to seek any deviation in the Agreement.

### **30.4 Commencement of assignment**

The Consultant shall commence the Services within 7 (seven) days 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 ITC 30.3 or commence the assignment as specified herein, OUIDF may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 18.

- 30.5 In case a Consultant requests additional information on the result of the evaluation in writing to OUIDF, OUIDF shall promptly provide a debriefing to the Consultant explaining the score. No additional information shall be disclosed.

Subject to KfW's no-objection to the draft Contract OUIDF shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

### 31. 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.

### 32. FRAUD AND CORRUPT PRACTICES

- 32.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, OUIDF shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.
- 32.2 Without prejudice to the rights of OUIDF under ITC 32.1 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.
- 32.3 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.



**33. PRE-PROPOSAL CONFERENCE**

- 33.1 Pre-Proposal Conference 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 authority letter from the Bidder.
- 33.2 During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of OUIDF. OUIDF shall endeavour 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.

**34. MISCELLANEOUS**

- 34.1 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.
- 34.2 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 with any Bidder in writing 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.
- 34.3 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.
- 34.4 OUIDF reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

## Section II. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1.1</b>	<p>The name of OUIDF is Odisha Urban Infrastructure Development Fund (OUIDF)</p> <p>The method of selection is Quality Cost Based Selection QCBS. The quality - cost based selection method attributing 70 % weight to the Technical Proposal and 30% to the Financial Proposal .</p>
<b>1.2 (c)</b>	<i>Employer's country- India , State- Odisha.</i>
<b>1.3</b>	The name of the assignment is Appointment of Project Management Unit in OUIDF.
<b>1.4</b>	<p>A pre-proposal conference <i>will</i> be held.</p> <p>Pre-proposal meeting will be held on 25/07/2022 at 11:00 A.M. IST in the office of OUIDF Trust, 4th Floor, Zone A/2, Fortune Towers, Chandrasekharpur, Bhubaneswar-751023 India.</p> <p>The last date for submission of pre-bid queries /clarifications is 22/07/2022 up to 4.00 P.M. IST</p>
<b>1.5</b>	<p>OUIDF will provide the following inputs to facilitate the preparation of the Proposals:</p> <p>The Bidders are requested to visit OUIDF website ( <a href="http://www.ouidf.in">www.ouidf.in</a>) for details like Projects being undertaken, Sectors involved and all Annual Reports.</p>
<b>6.</b>	Not applicable
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	Proposals shall be accepted in the English language, which shall be the governing language of the Contract.
<b>10.1</b>	<p>The Proposal shall submitted in two envelopes comprise the following documents:</p> <p>Technical Proposal Envelope:</p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1 Technical Proposal Submission Form</li> <li>(3) TECH-2 Declaration of Undertaking</li> </ol>

	<p>(4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff and Description of the Approach, Methodology, and Work Plan</p> <p>(5) TECH-4 Eligibility criteria and Eligibility Project Experience</p> <p>(6) TECH-5 CV of Institutional Expert</p> <p>Financial Proposal Envelope:</p> <p>(1) FIN-1 Financial Proposal Submission Form</p> <p>(2) FIN-2 Financial Proposal – Cost Breakdown</p>
<b>11.1</b>	Sub-consultants will not be allowed to participate.
<b>11.3</b>	Individuals may not participate in more than one Proposal.
<b>12.1</b>	Proposals shall remain valid for 120 days after the Proposal submission deadline.
<b>13.1</b>	<p>The deadline for submission of clarifications by Consultants is 15 days from issue date of RfP</p> <p>Clarifications requests shall be addressed to</p> <p style="text-align: center;"><b>The Secretary,</b>          OUIDF Trust, Zone A/2, Fourth Floor,          Fortune Towers,          Bhubaneswar-751023, India          email: <a href="mailto:ouidf.hudd@gmail.com">ouidf.hudd@gmail.com</a></p>
<b>14.1.3</b>  <i>[Do not use this clause if the selection method assigns a 100% weight to the Technical Score in accordance with ITC 2.1 and 26.]</i>	Not applicable
<b>14.1.4</b>	Not applicable

<p><b>14.1.5 and 26.1</b></p> <p><i>[Use this clause if the selection method assigns a 100% weight to the Technical Score in accordance with ITC 2.1 and 26.]</i></p>	<p>Not applicable</p>
<p><b>16.1</b></p>	<p>The contract period shall be for two years and can be extended for further years with escalation in fee by 5% based on the performance. However service fees/ charges offered shall remain firm with no provision of revision.</p> <p>The number of working days per week shall be as per working calendar of Government of Odisha and as followed by OUIDF.</p>
<p><b>16.2</b></p>	<p>Not applicable</p>
<p><b>16.3</b></p>	<p>For the calculation of the Financial Proposal the following provisions regarding taxes and public duties in OUIDF's country (only identifiable local taxes and public duties directly attributable to the Contact shall be considered in this context e.g. VAT/GST or withholding tax on revenue or income generated through the Contract) apply:</p> <p>The Consultant is liable to tax and their payment to local tax authorities and is remunerated for such expenses by OUIDF, The Consultant, its Experts are subject to local taxes and public duties directly attributable to the Contract. Information on the Consultant's tax obligations in OUIDF's country can be found in Indian Income Tax Act 1956 website <a href="http://www.incometax.gov.in">www.incometax.gov.in</a> , Goods &amp; Services Tax 2017 <a href="http://www.gst.gov.in">www.gst.gov.in</a> and Employees' Provident Fund Organisation <a href="http://www.epfindia.gov.in">www.epfindia.gov.in</a> and other applicable statutes.</p> <p>For the sake of clarity, other local taxes not directly attributable to the Contract (e.g. profit tax, corporate tax, income tax) as well as tax liabilities of the Consultant, its Sub-contractors and Experts outside OUIDF's Country shall be included in the overhead cost calculation and will not be subject to any separate remuneration.</p> <p>OUIDF provides this information on tax obligations in OUIDF's country to its best knowledge but cannot assume responsibility for the correctness of it, which remains with the Consultant.</p>
<p><b>16.4</b></p>	<p>The Financial Proposal shall be stated in Indian Currency INR.</p>
<p><b>16.6.4</b></p>	<p>"Not applicable"</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p><b>17.5</b></p>	<p>The Consultant shall submit the Proposal as follows:</p> <ul style="list-style-type: none"> <li>(a) Technical Proposal: one (1) original and one copy, each as hard copy;</li> <li>(b) Financial Proposal: one (1) original, in hard copy.</li> </ul>

	"Each original and copy of the Technical Proposal shall include a soft copy as unalterable and printable PDF file on CD or DVD disk/ USB/Pen drive, marked accordingly."]		
17.8	Proposal Due Date (PDD) 22/08/2022 at 4:00 PM IST  (45 days from the date of issue of RFP document)		
17.10	The deadline for the submission of Proposals shall be 22/08/2022 at 4:00 PM IST  The original of the Proposal in hard copy shall be submitted at the following address, and proposal submitted by e-mail will lead to rejection.  <b>The Secretary OUIDF,</b> Address: OUIDF Trust, 4 <sup>th</sup> Floor, Zone A/2, Fortune Towers, Bhubaneswar-751023, Odisha, India email: <a href="mailto:ouidf.hudd@gmail.com">ouidf.hudd@gmail.com</a>		
19.1	Date of Technical Opening 23/08/2022 at 11:00 AM IST of next working day of PDD		
19.2	OUIDF's Evaluation Committee.		
20.1	The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal. *Scoring as under may be modified depending on Nature of Consultancy Assignment)		
	<b>S No</b>	<b>Bid Evaluation Parameters</b>	<b>Maximum Mark</b>
	1	<b>Financial Turnover - 10 Marks</b>	<b>10</b>
		Annual Turnover of at least Rs. 15 Crore in last 3 (three) financial years- 5 Marks for every additional 1 crores 1 marks each <b>subject to maximum 10 marks.</b>	
	2	<b>Similar Project Experience of the Bidder- 30 Marks</b>	<b>30</b>
		<b>Experience in Project Transaction advisory services.- 10 Marks</b> The Bidder should have experience in Transaction advisory services in the Infrastructure Sector; like water supply, waste-water management, solid waste management, bus terminals, urban markets, city bus services, other urban transport projects , Sewerage , street light and Housing etc.. And should have a project cost of minimum Rs. 5 Crores, the project should have successfully completed during the past 7 years preceding the Proposal Due Date.  <b>For Each project 3 marks subject to maximum 10 marks.</b>	
		<b>Experience of Preparation of DPR,s/ Feasibility study of Urban Projects.- 10 Marks</b> The Bidder should have experience in Preparation of DPRs/ Feasibility study of the sub-sectors of urban infrastructure; water supply, waste-water management, solid waste management, bus terminals, urban markets, Sewerage Project, city bus services, Housing Project and other urban transport projects having Should have a project cost of minimum Rs. 5 Crores and should	

	<p>have been successfully completed during the past 7 years preceding the Proposal Due Date.</p> <p><b>For Each project 3 marks subject to maximum 10 marks.</b></p> <p><b>The Bidder should have experience in Projects Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit Technical Support Unit, under any Central / State Govt. Schemes/ Programme / Externally Aided Projects/Fund.-</b> The Consultancy Fees for each such assignment should be of minimum annual value of Rs. 1 crore (excluding taxes) and have operated/functioned for minimum 2 years, during the last 7 years from the date of preceding the Proposal Due Date.</p> <p><b>For Each project 3 marks subject to maximum 10 marks.</b></p>	
3	<p>The bidder experience in projects of Financial Management / Project Financing in Government/ULB projects/ Projects funded under Multilateral Agency with fee involving more than Rs 0.1 Cr each , in last 7 years.</p> <p><b>5 marks for each project subject to maximum 10 marks.</b></p>	<b>10</b>
<b>4</b>	<b>Institutional Strength*- 20 Marks</b>	
	<p>The Bidders must have of below mentioned domain specialist /Expert/ on their Payroll:</p> <ol style="list-style-type: none"> <li>1. Finance Management</li> <li>2. Urban Planning /Management</li> <li>3. Environment &amp; Social/ Solid Waste Management</li> <li>4. Engineering Project Urban( Water/ Sewerage /Housing/ Other urban Infrastructure</li> </ol> <p>The bidders must submit 1 (one) CV each of the above experts.</p> <p>The making on the submitted CVs will be done as under:</p> <p><b>i. For Qualification of specialist /Expert - 2 marks for each CV.</b> (For MBA/ M.Tech /MSC/ Masters in relevant domain or any recognised Professional degree )-02 mark each Experts <b>or</b> B.Tech / Bachelor Degree in relevant domain 1 mark each experts, <b>subject to maximum 08 mark</b>)</p> <p><b>ii. Project Experience- 1 marks for each CV.</b> Each Domain specialist /Expert must have relevant project Experience and must have completed best Government/ULB/PSU projects Minimum Value of Rs. 2 Crores each. (1 mark each CV <b>subject to maximum 4 mark</b> )</p> <p><b>iii. Relevant Experience- 2 marks for each CV.</b> Each Domain specialist /Expert must have minimum experience of 8 years in relevant domain/sectors. 1 mark each. and Experience of 10 or More years, additional 1 mark each. <b>(subject to maximum 8 mark)</b></p>	<b>20</b>
5	Technical Presentation, Understanding of Approach and Methodology	<b>30</b>

	Conceptual clarity/ Understanding of the context/ Approach to the project / Including the presentation Proposed Methodology/ <b>20 Marks .</b>	Evaluation will be based on Detailed presentation & the quality of submissions, Made by the Applicant. <b>10 Marks.</b>	
	<b>Grand Total</b>		<b>100</b>
Proposals below the minimum technical score(75%) will be rejected			
<b>List of sector specialist /Expert under Institutional Strength.</b>			
<i>The CVs of the experts will be for evaluation/ marking purpose not for actual deployment.</i>			
<b>S No</b>		<b>Minimum Educational Qualifications and Years of Professional Experience</b>	<b>Experience on Eligible Assignment</b>
1	Finance Management	The sector specialist /Expert must have required relevant Educational qualification and Experience pertaining to their relevant sectors.	The sector specialist /Expert must have completed 2 best Government/ULB/PSU projects Minimum Value of Rs. 2 Crores each pertaining to their relevant sectors
2	Urban Planning /Management		
3	Environment & social/ Solid Waste Management		
4	Engineering Project Urban( Water/ Sewerage /Housing/ Other urban Infrastructure		
<b>24.1</b>	<p>The single currency for the conversion of financial data expressed in other currencies into a single one shall be <i>USD</i>.</p> <p>The official source of the selling (exchange) rate is <a href="http://www.rbi.org.in">www.rbi.org.in</a></p> <p>The date of the exchange rate shall be one month prior to submission date.</p> <p>All documents or financial statements expressed in any currency other than USD shall be converted first to USD and then to INR using the exchange rate as on one month prior to submission date.</p>		
<b>25.1</b>	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows:  <math>W_T = 70\%</math> and  <math>W_F = 30\%</math></p> <p><i>[Insert weight according to stipulation in ITC 2.1]</i></p>		

	<p>The weighted technical score is calculated as follows:  <math>PT = WT * T</math>, with  PT = weighted technical score (points) of a technical Proposal,  T = technical score (points) as per technical evaluation,  WT = weight of the technical Proposal (in percent)</p> <p>The weighted financial score is calculated as follows  <math>PF = WF * Co/C</math>, with  PF = financial score (points) of a financial Proposal,  C = evaluated price of the financial Proposal,  Co = lowest evaluated price of all financial Proposals.</p> <p>and the overall score is calculated as:  <math>P = PF + PT</math>.</p>
	<b>D. Negotiations and Award</b>
<b>30.1.</b>	Not applicable
<b>30.5.</b>	The expected commencement date of the assignment is one month after acceptance of Letter of Award or to be decided mutually.



### Section III. Technical Proposal – Standard Forms Checklist of Required Forms

FORM	DESCRIPTION	<i>Page Limit</i>
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.(NOT APPLICABLE FOR THIS PROCUREMENT)	
TECH-1	Technical Proposal Submission Form.	
TECH-2	Declaration of Undertaking	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by OUIDF.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
	C. Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-4	Eligibility Criteria and Eligibility Project Experience	
TECH-5	Curriculum Vitae (CV)	

**TECHNICAL PROPOSAL SUBMISSION FORM**

*[Location, Date]*

To: *[Name and address of Employer]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

*or*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by OUIDF.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 5.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 27.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 29.

We understand that OUIDF is not bound to accept any Proposal that OUIDF receives.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

## FORM TECH-2

### Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")<sup>2</sup>

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")<sup>3</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
  - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the

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<sup>2</sup> Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

<sup>3</sup> The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>4</sup> (ILO) and international environmental treaties.

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<sup>4</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a)

Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>5</sup>: \_\_\_\_\_

Signature:

Dated:

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workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>5</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

## FORM TECH-3

### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY OUIDF

*[Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by OUIDF, including: administrative support, office space, local transportation, equipment, data, etc.]*

#### A - On the Terms of Reference

*[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]*

#### B - On Counterpart Staff and Facilities

*[Comments on counterpart staff and facilities to be provided by OUIDF. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]*

### C - DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

*[Form TECH-3 C: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. Suggested structure of the Technical Proposal:*

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing*
- d) *Back-up Services*
- e) *Quality Control and Management*
- f) *Logistics]*

- a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such*

output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]

- b) **Work Plan** [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by OUIDF), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]
  
- c) **Organization and Staffing** [Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with OUIDF as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]
  
- d) **Back-up Services** [Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]
  
- e) **Quality Control and Management** [Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, and local partners, before submission to OUIDF. Plain reference to ISO 9001 is not considered to be adequate.]
  
- f) **Logistics** [Please describe the planned logistics and facilities for the execution of the services.]



## FORM TECH-4

### ELIGIBILITY CRITERIA AND ELIGIBILITY PROJECT EXPERIENCE

#### APPENDIX - 1

#### FORMAT FOR SUBMISSION OF PROPOSAL

##### A. General Details of the Bidder :

SN	<b>Name of the organization / Firm/ Institute</b>	
1.	<b>Permanent address</b> Tel : Email id :	
2.	<b>Name of the Authorized person for submitting proposal:</b> <i>(Attach Authorization letter of Competent Authority)</i>	
3.	<b>Contact Details</b> Mobile No. : Alternate Mobile no: Email id :	
4.	Registration Number date of Firm and Type of Firm (Certificate To Be Enclosed)	
5.	Years of Existence.	
6.	<b>Whether the agency was ever blacklisted: Y/N</b> if yes whether that blacklisting was not cancelled: Y/N <i>(If yes, attach copy of same and the affidavit)</i>	
7.	<b>Brief professional background of the organization</b>	<i>(Attached certificate of incorporation, article / memorandum of association, if applicable).</i>
8.	<b>Confirm to accept all Term &amp; Conditions specified in RfP</b>	<b>Self-Certification on letterhead to be submitted</b>

##### B. Financial Details:

SN.	Year	Annual Turnover	Net Worth
1.	<b>2018-2019</b>		
2.	<b>2019-2020</b>		
3.	<b>2020-2021</b>		

(Certificate from Chartered Accountant for the Turnover and Networth to be enclosed along with the copies of audited balance sheets including profit and loss statement).

**APPENDIX - 2**

*[The Consultant is encouraged to present a detailed documents credentials against the eligible project and demonstrate the experience of the executed project in past.*

**1. Eligibility Criteria Details:**

A. The bidder should demonstrate experience in **Transaction advisory services as per Eligibility Criteria.**

<b>SN</b>	<b>Name of Client and Address</b>	<b>Project details</b>	<b>Total Value of Project in Rs.</b>	<b>Work order issued/Agreement signed on (date) (Attach Work Order and Performance Certificate)</b>	<b>Financial Year of implementation</b>

B. The bidder should demonstrate experience in **Preparation of DPRs/ Feasibility study of Urban Projects**

<b>SN</b>	<b>Name of Client and Address</b>	<b>Project details</b>	<b>Total Value of Project in Rs.</b>	<b>Work order issued/Agreement signed on (date) (Attach Work Order and Performance Certificate)</b>	<b>Financial Year of implementation</b>

- C. The bidder should demonstrate experience **Projects Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit Technical Support Unit**, under any Central / State Govt. Schemes/ Programme / Externally Aided Projects/Fund.

SN	Name of Client and Address	Project details	Total Value of Project in Rs.	Work order issued/Agreement signed on (date) (Attach Work Order and Performance Certificate)	Financial Year of implementation

*Note:- The Agency is required to furnish a certificate from Chartered Accountant duly signed under seal, certifying the Value of each Project.*

## 2. Similar Project Experience of Bidder

### A. Similar Experience for Transaction advisory services

S. No.	Name of Project	Start Date (Date of Award):  Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Client, Address & Contact No	Approximate Project Value in INRs. Must be More than Rs. 5 CR	Certification of project value Document Page reference	Role of Bidder in Eligible Assignments as per Scope of Work.	Reference Page Number of Proposal, Copy of Contract/ Completion Certificate/ C.A Certificate for Fee received
<b>Completed</b>								
1								
2								
<b>Ongoing</b>								
1								
2								

### B. Similar Experience for Preparation of DPRs/ Feasibility study of Urban Projects.

S. No.	Name of Project	Start Date (Date of Award):  Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Client, Address & Contact No	Approximate Project Value in INRs. Must be More than Rs. 5 Cr.	Certification of project value Document Page reference	Role of Bidder in Eligible Assignments as per Scope of Work.	Reference Page Number of Proposal, Copy of Contract/ Completion Certificate/ C.A Certificate for Fee received
<b>Completed</b>								
1								
2								

Ongoing								
1								
2								

**C. Similar Experience in Projects Management or Programme Management Unit / State Level Technical Cell / Project Implementation Unit Technical Support Unit, under any Central / State Govt. Schemes/ Programme / Externally Aided Projects/Fund.**

S. No.	Name of Project	Start Date of Award):  Completion Date:	Eligible Assignment Name & Description of Deliverables Brief of _____.	Name of Client, Address & Contact No	Approximate Contract fee Value in INRs. Must be More than Rs. 1 Cr	Total Fee Received (as Certified by CA)	Role of Bidder in Eligible Assignments as per Scope of Work.	Reference Page Number of Proposal, Copy of Contract/ Completion Certificate/ C.A Certificate for Fee received
<b>Completed</b>								
1								
2								
<b>Ongoing</b>								
1								
2								

Name & Signature of Authorised Signatory

3. Two projects of Financial Management / Project Financing in Government/ULB projects/ Projects funded under Multilateral Agency with fee involving more than Rs. 0.1 Cr each , in last 7 years.

S. No.	Name of Project	Start Date (Date of Award):  Completion Date:	Eligible Assignment Name & Brief Description of Deliverables	Name of Client, Address & Contact No	Approximate Contract fee Value in INRs. Must be More than Rs. 0.1 Cr	Total Fee Received (as Certified by CA)	Role of Bidder in Eligible Assignments as per Scope of Work.	Reference Page Number of Proposal, Copy of Contract/ Completion Certificate/ C.A Certificate for Fee received
<b>Completed</b>								
1								
2								
<b>Ongoing</b>								
1								
2								

4. Institutional Strength-

S No	Name of the Expert	Qualification	Project Experience with details of Project	Relevant Experience in domain & Sector
1)	Finance Management			
2)	Urban Planning /Management			
3)	Environment/ SWM			
4)	Engineering Project Urban( Water/ Sewerage /Housing/ Other urban Infrastructure			



## FORM TECH-5

### CV of Institutional Experts

1	Proposed Position			
2	Name of Firm			
3	Name of Staff			
4	Date of Birth			
5	Nationality			
6	Education	Degree	Institution	Year
8	Professional Memberships			
9	Other Training & Publications			
10	Countries of Work Experiences			
11	Language	Speak	Write	Read
12	Employment Record	From : To:		Position Held
	Employer Name & Address with Contact No			
	Detail task assigned as per TOR			
	<b>Details of projects handled (to be provided for all the eligible projects)</b>	<ul style="list-style-type: none"> <li>▪ Name of the project:</li> <li>▪ Client Name:</li> <li>▪ Client Contact No &amp; Address:</li> <li>▪ Project Duration- Start date: End Date:</li> <li>▪ Project Cost Rs. Crore:</li> <li>▪ Scope of Work of the proposed expert involved in the project:</li> <li>▪ Does the project involve preparation of Business Model, Vision Document &amp; Strategic Road map of Eligible Projects as stipulated in clause 2.1.2 I a (Technical Capacity).</li> </ul>		

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

**Notes:**

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



## **Annexure A**

### **GUIDANCE NOTE ON CONFLICT OF INTEREST**

1. This Note further explains and illustrates the provisions of ITC 5 of GUIDANCE NOTE ON CONFLICT OF INTEREST 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.

## FORM FIN-1

### FINANCIAL PROPOSAL - SUBMISSION FORM COVERING LETTER (In Bidder's Letter Head)

*Location, Date]*

**To**

Secretary  
OUIDF, 4<sup>th</sup> Floor Fortune Tower  
Bhubaneswar - 751001

**Subject: Selection of Consultancy Agency for Establishment of Programme Management Unit (PMU). [FINANCIAL PROPOSAL]**

Sir

I, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures\**]. This amount is inclusive of the taxes applicable as per GST Act.

I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

Our financial proposal shall be binding upon us subject to the modifications resulting from

contract negotiations, up to expiration of the validity period of the proposal of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

**Authorized Signatory [*In full and initials*]:**

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

*\*Amount must match with the one indicated in Fin-2 (Table-1).*

## FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

### SUMMARY OF FINANCIAL PROPOSAL

[TABLE - 1]

Sl. No.	Fee Particulars	Amount in INR PER MONTH (Ceiling Limit RS 12,00,000/-)	Amount in INR PER YEAR
	<b>Consultancy Support Fee</b>		
A.	Remuneration to CORE TEAM (Lumpsum basis capped) (Covering 6 Experts of Core Team & 1 Project Associate)		
B.	<u>Add</u> Service Fees @ _____% ( A * x%)#		
C.	Total (A+B) per month		
D.	GST @ _____ of C (at applicable rate)		
E.	<b>Total (C+D)</b>		
	<b>Amount In Words PER MONTH</b>		

# Minimum of 5% as Per Clause 21.6 of ITC

**NB:**

1. *The Price of 1<sup>st</sup> year will be Price Bid evaluating parameter.*
2. There will be **provision of Price escalations of 05% (five percent)** after completion of 2<sup>nd</sup> year of service if contract is extended after 2 years. However Service Fee percentage offered will remain firm with no provision for escalation.
3. *For additional specialised Experts from Resource pool Fee to be fixed by OUIDF based on qualification & Experience of requirement and Service Charge of x% quoted above along with applicable GST will paid against the deployment of addition requirement of professionals based on the OUIDF request to bidders as and when required*
4. **Total cost (exclusive of taxes) will be taken for the evaluation purpose. GST shall be paid at actuals.**

**Breakup of Cost Estimation of services shall be provided as per enclosed format only for reference and will be used for computation of deduction of fee in case of none deployment of any professional for specific period.**

*The PMU will be provided with office space, laptop including internet connection/Data Card to all the Key professionals, furniture, equipment and stationeries by the OUIDF. The expenditure towards Implementation of projects or Projects under OUIDF, TAs of Experts / Associates and Misc. Expenditures to be incurred for functioning of the PMU shall be borne by the OUIDF out of its budget, as per Govt Guidelines.*

## **Detailed Cost Calculation**

### **Breakup of Cost Estimation of Services**

#### I. Remuneration of Staff

<b>Professionals</b>	<b>Number of Professionals</b>	<b>Monthly Renumeration (Rs.)</b>	<b>Annual Renumeration (Rs.)</b>	<b>Total cost (Rs.)</b>
Team Leader	1			
Procurement Expert	1			
Finance Expert	1			
SWM Expert	1			
Transaction Management Expert	1			
Environmental & Social Expert	1			
Project Associate	1			
		<b>Sub-total Staff</b>		

## Section V. Eligibility Criteria

### Technical and Financial Eligibility Criteria

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. Any entity which has been barred in India by the Central Government, any State Government, a statutory Independent or a public sector undertaking of India , 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).
3. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
  - 3.1. are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
  - 3.2. have been
    - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
    - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
  - 3.3. have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 3.4. have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;

- 3.5. are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
  - 3.6. have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
4. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

## Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

### 1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract , and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
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<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
<b>Fraudulent Practice</b>	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
<b>Obstructive Practice</b>	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
<b>Sanctionable Practice</b>	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

## **2. Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation<sup>6</sup> (ILO) and international environmental treaties and;

- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

## **PART 2 - TERMS OF REFERENCE**

## Section VII. Terms of Reference

### Introduction

#### A. Background of Project:

The Government of Odisha have set up a Trust namely "Odisha Urban Infrastructure Development Fund (OUIDF)" in the Housing & Urban Development for the purpose of developing and financing Infrastructure Projects under taken by Urban Local Bodies, Statutory Bodies, Public Sector Undertakings and Private Investors and attract inter alia, investments, professional advice from institutions for financing Infrastructure Projects.

The Board of Trustees is headed by the Chief Secretary with six other Trustees to collectively manage and administer the affairs of the Trust and Trust Funds.

In order to meet its goal of maintaining the current growth rates without jeopardizing the environment and its natural resources, Odisha requires an adequate expansion of its Urban Infrastructure particularly in the areas of Water Supply, Sanitation and Waste Management, Public Street Lighting and Affordable Housing. Financing the required Urban Infrastructure continues to post challenge for the Urban Local Bodies (ULBs).

Thus comprehensive reform linked "Project Development" and "Urban Financing Institutional Framework" to support mobilisation of external financing and private sector investment are considered appropriate relevant and timely. OUIDF aims to promote environmentally sound, socially acceptable and economically viable urban infrastructure projects in the state of Odisha and believes that each of its projects will improve the living standards of the people and the quality of environment in and around project locations.

With the above backdrop Govt. of Odisha had avail a loan from KfW, German Development Bank to implement a Project for 58 million euro for the year, 52.5 million euro as loan and grant from KfW with 5.5 million euro as equity contribution by the Govt. of Odisha to facilitate systematic development and financing of urban infrastructure projects in the state of Odisha, with assistance from KfW Development Bank, Germany.

#### B. Objectives of the Trust

- I. To give financial and other assistance to Urban Local Bodies, Statutory Boards and Departments, Public Sector Undertakings and Private Investors or setting up infrastructure projects in the State of Odisha as per the guidelines issued by the Trust. The ultimate goal of the trust is to become financially self-sustainable and facilitate debt financing of Urban Infrastructure Projects in Odisha in a Non-guaranteed mode.
- II. To borrow or raise moneys or loans or receive grants or accept contributions for the above purpose in such manner and on such terms, conditions and securities as the Board of Trustees in their discretion deem fit from time to time.

- III. To guarantee the performance of any contract or obligations and the payment of money or dividends and interest on any stocks, shares or securities of any company, corporation, firms or person in any case in which such guarantee may be considered directly or indirectly to further the main objects of the Trust.
- IV. To subscribe for, underwrite, acquire, hold and dispose of shares, stocks, debentures, debenture stocks, bonds, mortgages, obligations, securities of any kind issued or guaranteed by any company (body corporate or undertaking) of whatever nature and industry, Government, Trust, Municipal, Local Authority or body of whatever nature as may be conducive to the objects of the Trust.
- V. To invest any money of the Trust not immediately required, in any investment as may be thought proper and as may be necessary.
- VI. To do all other things necessary and conducive to the attainment of all these objectives.

*C. Need for a Nodal Urban Financing Framework:*

Odisha's consistent economic performance is expected to hasten the pace of urbanisation, creating unprecedented demand for urban amenities and services. At the same time, the improving fiscal situation provides the State Government with a unique opportunity to create an Urban Financing Institutional Framework to support this urbanisation in a planned manner. The increase in budgetary outlays for urban sector and visible reforms reaffirms Government of Odisha's (GoO) commitment to address urbanisation in a planned manner.

However, a number of constraints have impeded structured and systematic development and financing of urban infrastructure. Traditionally, municipal finances have been weak; capital investments have largely been dependent on GoO's budgetary outlays / grants. Debt financing has been limited to State supported projects. Weak financial and operational capacity at local levels has further constrained conceptualisation, development, financing and implementation of Urban Infrastructure Projects. The imperatives that emerge from the prevailing urban context in Odisha include:

- Wider reform and capacity building to facilitate greater Government devolution and revenue buoyancy at ULB level.
- Focused Project Development, to translate macro-level investment requirements into well-structured projects to deliver citizen level impact and benefits.
- Effective leverage and access to external financing, including private capital, to address capital investment requirements through well-structured projects in a time-bound manner.

With his backdrop "Odisha Urban Infrastructure Development Fund (OUIDF)" came into existence as Trust under the Housing and Urban Development Department (HUDD) with assistance from KfW (Germany's Development Bank). The ultimate goal of the OUIDF is to link ULBs to the capital markets by functioning as a sustainable intermediary. The OUIDF seeks

- a) Catalyze development of well-structured pool of bankable projects,
- b) Build capacity in project appraisals and resource mobilization and
- c) Spur institutional reforms as a pre-requisite for external financing.

### *Envisaged Benefits:*

Integrated approach to urban development:

- Access to fixed, low interest long-term funds and technical assistance to build expertise in implementing 'bankable' projects
- Combination of Government oversight and professional efficiency
- Scalability: Allows managing multiple funds and leveraging of other funds
- Introducing ULBs to rigor of debt servicing discipline.
- Facilitating access of ULBs to external finance and capital markets
- Greater scope for private sector participation in asset creation and service delivery

#### **D. The objective of RfP:**

In addition to the budgetary resources of the State Government, Government of Odisha, with assistance from KfW has set up the Orissa Urban Infrastructure Development Fund (OUIDF) to facilitate systematic development and financing of urban projects in the state of Odisha with private sector participation. The primary objective of creating OUIDF is to progressively increase external financing of ULB level capital projects in a sustainable manner, without a state government guarantee.

Creation of OUIDF as part of an over-arching Urban Development Program would enable this through a) catalysing development of well-structured bankable projects, b) building capacity in project appraisals and resource mobilization and c) facilitating/incentivizing State and ULB level reforms that can be pre-cursors for further investment flows.

- The OUIDF, under which the above Funds would be managed, has been set up as a Trust (under the Indian Trusts Act, 1882) under the oversight of a Board of Trustees, which will define the Funds' charter and disbursement guidelines. The Chairperson and the members of the Board of Trustees have been nominated by GoO.
- The PDA would be responsible for managing the Fund(s) under the oversight of the Trustee Board.

Extra-budgetary resources are for utilisation under different development sectors to meet developmental need of the State .It may be noted that a total sum of Rs.405 Crore has been under 1st Line of Credit (LOC) till 31.03.2018 and sum of Rs.455 Crore has been under 2nd LOC.

#### **E. Rationale for Setting-up of a Project Management Unit for OUIDF under Housing and urban Development Department**

As revealed from the discussion above, it is evident that the PMU for OUIDF under Housing and urban Development Department is required to play a crucial role in providing techno-managerial support to the OUIDF Trust in allocation of available extra-budgetary resources from OUIDF to meet the developmental needs and project priorities of the Housing and urban Development Department. It is envisaged that such techno-managerial support will inter alia include providing Fund Disbursement for projects , fund governance related guidance, acting as an interface between Administrative Department / Agency and development agency, suggesting methods for convergence of budgetary and extrabudgetary

resources, designing development of projects and new project proposals and implementation mechanism, conducting periodic monitoring and evaluation of programmatic interventions, quality control, ensuring value for money and financial accountability.

**F. Services to be provided by the PMU:**

**1. The selected Agency will provide following Services by the PMU:**

The PMU will provide support to the OUIDF Trust Boards for allocation of resources for project development and fund disbursement as well as project proposals for the all Urban Projects

**2. Supervision, Monitoring and Evaluation and Reporting of Sanctioned Project**

- a. The PMU shall be responsible for field-level supervision and monitoring of all project related activities, contractual terms and obligations of the developer/agencies under OUIDF for all the OUIDF sanctioned projects for completion of work within budgeted costs and time along with evaluation and resolution of all project implementation/operational issues, as and when required.
- b. The PMU shall monitor and facilitate the collection of Half yearly Principal and Interest from the various Borrower entities against the Loan sanctioned and disbursed to all the OUIDF sanctioned project.
- c. The PMU shall prepare a reporting system as per direction of OUIDF for the periodic Monitoring and Evaluation of ongoing projects funded under KfW financial Assistance. Also, Reports shall be prepared Semi Annually and Annually for every calendar year for submission to KfW.

**3. Project Development**

- a. Developing a strategy for Project development and getting the Project Development Plan approved.
- b. Continuous Project identification in consultation with the ULBs and GoO and working with ULBs, HUDD and PDF Trust Board to take up specific project preparation exercises and studies.
- c. Empanelment of Consultants for carrying out Project Preparation studies.
- d. Consultative preparation of a shelf of bankable projects through a series of project preparation studies including pre-feasibility/feasibility studies and preparation of bankable DPRs including crystallizing desired service outcomes, assessment of social and environment impacts, project costs (capital and maintenance), project structuring including determination of financing mix, revenue potential and project viability, possible debt servicing capacity of the project, given the revenue capital costs, revenue potential and O&M costs, implementation approach (EPC or PPP) and Plan.

**4. Project Appraisal, Risk assessment, Sanction of Loans / Grants**

- a. Assessment of risks, financials and viability assessment for projects that are being developed.
- b. Assessment of borrowing capacity of Implementation Agencies (ULB, PHED, Private Service provider in case of PPP projects) that are responsible for developing and maintaining various projects
- c. Determination of Financing mix (Loans, Grants, ULB funds) and recommendations on structuring including required Credit Enhancement measures.
- d. Loan Sanctions and Disbursement plan in accordance with the Lending policy and guidelines of the OUIDF and GSF.
- e. Entering into appropriate documentation with Implementation Agencies including Loan Agreements and Grant release schedules.

#### **5. Project Contracting, Loan and Grant disbursements and Project Monitoring**

- a. Preparation of model RFQs, RFPs Bid documents
- b. Preparation of project bid documents and assisting implementation agencies in procurement / contracting for both EPC and PPP projects in compliance with KfW and GoO requirements.
- c. Putting in place project implementation monitoring mechanisms including Project Monitoring Units (PDAs) for larger projects.
- d. Release of Loans and Grants in accordance with Sanctions and implementation schedule.
- e. Assist Implementation Agency in ensuring timely completion of projects and achievement of service delivery outcomes.

#### **6. Collection of Loan and Interest Repayments**

- a. Implement mechanisms for timely collection of Loan and Interest Repayments from various projects / implementation agencies
- b. Implement mechanisms for monitoring loan recovery, periodic reporting of loan performance and providing for Non-Performing/Doubtful Assets in accordance with RBI guidelines and managing / mitigating Non-Performing Assets.

#### **7. The scope of work for the PMU for OUIDF under the Housing and urban Development Department includes the followings.**

- a. Providing techno-managerial support to the Government in allocation of available extra-budgetary resources from OUIDF & State's budgetary resources for achieving comprehensive development.
- b. Providing support to Board of Trustees of OUIDF headed by Chief Secretary and Committee under OUIDF to Support in fund management under Housing and urban Development Department and OUIDF Trust Boards for efficient and effective allocation of resources for development and welfare schemes for the mining affected areas and people.



- c. Providing Fund Disbursement and Fund governance related guidance including preparation of guideline for formulation of annual disbursement plan and Annual Action Plan, preparation of guideline for project formulation including assistance in DPR preparation, project designing, project implementation, resource utilisation and reporting.
  - d. Compliance and support to the requirements of the regulatory authorities- statutory and administrative assistance to OUIDF.
  - e. Providing strategic direction and ideas for innovation for effective utilisation of OUIDF fund for comprehensive Urban Project development.
  - f. Providing procurement support to Departments / OUIDF Trust Boards in the areas of selection of State level consulting agencies, procurement of other services as and when required.
  - g. Collection of half yearly Principal and Interest against all the OUIDF sanction project from various ULBs.
  - h. Facilitating generation of periodic MIS reports for concurrent monitoring of the project formulation, project approval and project implementation processes, outputs and outcomes by the higher management.
  - i. Documentation of Implementation of project.
  - j. Design parameters and framework to assess the performance and to monitor progress of the convergence activities undertaken by different Line Departments/Districts.
  - k. Conducting periodic monitoring and evaluation of programmatic interventions, quality control, ensuring value for money and financial accountability.
  - l. Development, management and maintenance of MIS for Fund Management .
  - m. Facilitate M&E Activities for OUIDF funded project.
8. **Set up for PMU under OUIDF**

The PMU shall have a compact structure. It will function in the OUIDF and will report to the Secretary, OUIDF through the Joint Secretary to Government.

The PMU shall be led by a Team Leader cum Project Development Expert having experience in project planning and management in a leadership position, convergence and of working with government/bilateral/multilateral development agencies or programmes/projects funded by external aid agencies on social and economic sector projects/programmes.

The team shall also include :

- 1) Procurement Expert, 1 each
- 2) Finance Experts, 1 each
- 3) Transaction Management Expert , 1 each
- 4) Solid waste Management Expert , 1 each

- 5) Environmental & Social Expert, 1 each
- 6) Project Associate- 1 each

## 9. Pool of Technical Advisors

As the proposed key professionals at the PMU are not adequate to cater to development demands of the people in different sectoral areas, it is envisaged that a pool of professionals under different sectors will provide strategic support to the PMU. Such professionals/ advisors may be used for setting programme objectives, finding gaps in programme implementation and finally for providing strategic direction to OUIDF programmes/projects as and when required by the Client.

**Apart from the above positions, the PMU is expected to have specialised resources based on need of client either for short/long duration based on project requirement. Bidders are expected to provide/deploy the required resource as and when requested by OUIDF for the specific duration. OUIDF shall inform the qualification, Experience and expertise required and maximum fee payable to such Expert. The Bidder shall arrange such expert and submit the Cv to client. Client after examining the CV and if required interviewing the Expert and shall give approval for placing the Expert. The bidder will charge a Service Charge/Fee as to be agreed in Financial Bid and applicable GST over the fee fixed by client for such expert against each deployed resources.**

Sl. No.	INDICATIVE AREAS OF EXPERTISE
1.	GIS Expert
2.	Sr. Procurement Specialist and Contract Management
3.	Legal (urban sector) expert
4.	Water and Sanitation Expert
5.	Solid Waste Management
6.	Environmental and Social Expert
7.	Transportation Expert
8.	Electric Engineer
9.	Urban Planner
10.	CA / Finance Expert with Govt Experience
11.	CS/ MCA/ Computer Engineer

**NB:**

1. For additional specialised Experts from Resource pool Fee to be fixed by OUIDF and Service Charge of x% quoted above along with applicable GST will paid against the deployment of addition requirement of professionals based on the OUIDF request to bidders as and when

**required. Based on the requirement, the number of professionals and programme associates may increase.**

#### **10. Duration of the PMU**

Initially the PMU will be operational for a period of two (2) years subject to annual review. Based on requirement of the Government this period may be extended further.

#### **11. Payment Terms**

The payment to the Consultant Firm / Agency will be made on Monthly basis on submission of the monthly invoice of actual payment to Professional Experts. The Agency shall be paid on monthly basis based on Attendance Statement of Experts & on submission of the individual Salary/Remuneration Credit Statement of all the Experts to OUIDF for release of payment. The Consultant Firm is required to submit the Monthly absentee statement of Experts after adjusting the permissible Casual leaves / Earned Leave as per their company policy, but not more than 21 days in a calendar year. In the event the absent days are more than permissible leave, the deduction in the consultancy fee will be done based on the following formula:

**Total Monthly Fee - (Minus) Remuneration for number of absence of the professionals.**

- The Client will make payment to the deployed Professional for travel within the state or outside state for any Project related travel, accommodation as per the entitlement under Grade 1 & 2 of Govt of Odisha, upon submission of proper documents/bills. For Local convenience the Agency have to make its own provision ..

Initially, the contract period for PMU shall be for 02 (Two) years and the contract may be renewed annually based on the satisfaction of the Authority.

There will be **provision of Price escalations of 05% (five percent)** after completion of 2<sup>nd</sup> year of service if contract is extended for further period. However Service Fee offered will remain firm with no provision of escalation.

Payment to Agency shall be made within 15 (fifteen) days of receipt of Invoice by OUIDF. However the Agency is required to ensure payment to Professional Experts within First 7 days of the month.

The PMU shall work under the OUIDF, Housing and urban Development Department. Joint Secretary OUIDF, shall monitor the activities / performance of the PMU.

## 12. Qualification, Experience and Job Description of Key Experts in PMU at OUIDF

### A. Key Professional

The Agencies are expected to share the CV of proposed key experts for deployment at OUIDF, against the required position based on the qualification and as per past experience. A committee under H&UD Dept. will conduct an interview of the proposed Key personals for final deployment. The Key Experts shall be fluent in English (Reading / Speaking / Writing) and with the following desired qualifications.

Sl. No.	Position No. of Requirement	Desired Qualification	Job Description
1	Team Leader	Chartered Accountant / B.E or BTech with MBA/ at least 15 years of relevant experience in leading a team and exposures in government/bilateral/multilateral development agencies or programmes/projects funded by external aid agencies on social and economic sector projects/programmes.	<ul style="list-style-type: none"> <li>• Provide strategic vision, guidance and leadership to the PMU on matters relating to its planning, strategy, management and operations for Urban Sector and Fund Management.</li> <li>• Create annual operating plans to support strategic direction of PMU</li> <li>• Provide innovative methods to the PMU for convergence of budgetary and extra-budgetary resources, designing development of schemes, project proposals and implementation mechanism, conducting periodic monitoring and evaluation of programmatic interventions, quality control, ensuring value for money and financial accountability</li> <li>• Manage call for proposals for specific sectoral programme/schemes</li> <li>• Oversee the design, delivery and quality of work done by the PMU</li> <li>• Interacting with all relevant Line Departments/Agencies, District Authorities, OUIDF for effective project implementation and efficient use of funds.</li> <li>• Convene meetings at stipulated intervals to monitor the progress of OUIDF Funded Projects.</li> <li>• Ensure development and application of monitoring and evaluation criteria/framework for measurement of effectiveness and outcomes of development/ funded projects under OUIDF</li> <li>• To help the team members in performing their services in effective and efficient manner. Undertake all activities necessary to fulfil the objective of PMU</li> <li>• Any other reasonable work to be assigned by Housing and Urban Development</li> </ul>

Sl. No.	Position No. of Requirement	Desired Qualification	Job Description
			Department.
2.	<b>Procurement Expert 1(One)</b>	MBA / Masters / PG or equivalent degree Economics/Management OR Degree in Engineering from reputed universities / institutions with at least of 10 years of relevant experience and exposures in Government / Development Sector schemes and projects. Must have exposure on different procurement guidelines and processes in at least 2 sectors.	<ul style="list-style-type: none"> <li>• Preparing Request for Proposal (RfP), Expressions of Interest (EOI) and Terms of Reference (TOR) for appointment of Consultants, Urban Project projects and any PPP Projects.</li> <li>• Providing technical support to PMU on procurement issues related to appointment of Consultants, Urban Project projects and any PPP Projects.</li> <li>• Reviewing and advising on technical and commercial aspects of bidding documents/RFPs, bid evaluation, short-listing and technical evaluations for procurement activities as per the government policies and procedures</li> <li>• Providing procurement support to OUIDF for consulting agencies, procurement of technical consultant as and when required.</li> <li>• Facilitating preparation of procurement documents including documented agreements, requests for bids, and requests for proposals, reviewing of specifications and determine the appropriate procurement method to be used for vendor selection.</li> <li>• Following up with concerned Line Departments/OUIDF Trust Boards to have the TORs and bidding documents approved and issued in a timely manner according to the approved plan of the Project.</li> <li>• Managing the process of advertising, correspondence, bid receipt and bid opening strictly in accordance with agreed upon procurement procedures and participating in contract negotiations stage.</li> <li>• Managing the procurement filing system in a systematic manner; monitoring and reporting of procurement implementation status and progress to the authorities.</li> <li>• Any other reasonable task assigned by OUIDF officials /Team Leader, PMU from time to time.</li> </ul>

Sl. No.	Position No. of Requirement	Desired Qualification	Job Description
3.	<b>Finance Expert</b>	CA/ Masters in Economics/ ICMA/ At least 10 years of experience in fields of Finance, Financial Analysis, Urban Projects, Revenue Augmentation and Govt Projects.	The expert must have experience in Urban Projects/ Infrastructure Projects / PPP mode Project and Revenue Augmentation Projects. <ul style="list-style-type: none"> <li>• Preparation of Financial Model and Revenue estimation.</li> <li>• Budget Preparation &amp; Financial Analysis.</li> <li>• Any other reasonable work assigned by OUIDF/ Department/Team Leader, PMU from time to time.</li> </ul>
4.	<b>Solid Waste Management Expert</b>	B.E / M.E (B.Tech / M.Tech) Environmental Engineering /Civil Engineering/ Environmental Sciences with minimum 5 years of experience in Solid Waste Management sector/ Bio Mining/ Legacy waste .	Support the PMU to develop, identify, and provide solutions to implement innovations in sanitation technology and assist in developing DPRs, technical specifications and standards, especially around non-sewered solution, faecal sludge management and solid waste management at city levels.
5.	<b>Transaction Management Expert</b>	Post-Graduation Degree / MBA/ B. Tech in Engineering/ Urban Planning or C.A. or Equivalent. 5 years' Experience in Transaction advisory, project development and Contracting.	<ul style="list-style-type: none"> <li>• Provide Technical &amp; Legal support in Transaction of project, with proper consideration for their Legal impact on project, in consultation with relevant parties or stakeholders.</li> <li>• Provide strategic direction to the Authorities and Departments in preparing Contracts/ Agreement.</li> <li>• Liaise and coordinate with various officials of departments and local bodies for Transaction of Projects.</li> <li>• Make regular interaction with project stakeholders to check whether the project activities in respect of the Contractual needs are aligned and implemented as per the planned scheduled of the Agreements.</li> <li>• Develop active consultation with Authorities and stakeholders to arrange for mid-term and final evaluation of achieving contractual obligation as per the contract document.</li> <li>• Assisting Team Leader, PMU in formulation of Long-Term Perspective Plans, Medium-Term Plans and Annual Action Plans for implementation of projects.</li> <li>• Assisting other team members for achieving the objectives of the PMU.</li> <li>• Any other reasonable work assigned by OUIDF/ Department/Team Leader, PMU</li> </ul>

Sl. No.	Position No. of Requirement	Desired Qualification	Job Description
			from time to time.
6.	<b>Environment &amp; Social Expert</b>	<p>Post Graduate/ Master's degree or equivalent in environmental science, environmental engineering, environmental / urban planning, or other related disciplines.</p> <p>At least 8 years of experience on environmental and social impact assessment and/or environmental and social management aspects of development infrastructure projects and experience in implementing international environmental and social safeguards policies/standards (World Bank E&amp;S Framework), in Indian governmental Projects along with experience with the use of various audio-visual platforms to communicate environmental and social safeguards information.</p>	<ul style="list-style-type: none"> <li>• Designing framework for conducting Social and Environmental screening of the project activities and management of associated risks and impacts in line with the KfW Sustainability Guideline &amp; OUIDF ECSMF Guidelines.</li> <li>- OUIDF ECSMF to be mirrored against the requirements according to national legislation, KfW sustainability guideline and international good practice and to be updated if necessary, including e.g. E&amp;S screening checklist templates, Terms of reference for Impact assessments etc.</li> <li>• Carrying out site assessments and collecting and analyzing environmental and social data to determine the environmental and social impacts of projects, assigning the adequate E&amp;S category.</li> <li>• Support in preparation of appropriate E&amp;S Studies and Management Plans including mitigation and monitoring measures based on the environmental and social risks and impacts associated with the project</li> <li>• Support in developing management and mitigation procedures for handling environmental, social and health &amp; safety risks resulting from the project, including Stakeholder Engagement and Grievance Mechanism</li> <li>• Conducting due diligence of projects based on thorough review of appropriate E&amp;S reports, plans, procedures and verify adequacy of E&amp;S Management-/Action Plans including assigned responsibilities and inclusion of E&amp;S costs in overall project costs</li> <li>• Ensuring adequate environmental and social management of projects by proper implementation of E&amp;S management plans by the stakeholders, including but not limited to waste management / recycling, public health, and water and air pollution.</li> <li>• Identifying critical threat areas for climate change, under KfW funded projects</li> <li>• Preparing reports on the environmental &amp;</li> </ul>

Sl. No.	Position No. of Requirement	Desired Qualification	Job Description
			<p>social impact efforts for KfW reporting &amp; Reporting to GoI on State Action Plan for NDC &amp; SDG</p> <ul style="list-style-type: none"> <li>• Develop and hold internal &amp; stakeholder training sessions on E&amp;S procedures and policies</li> <li>• Develop and maintain an E&amp;S monitoring and reporting approach and tool for all relevant Fund's reporting needs appropriate to the E&amp;S risk of the projects (at least every half yearly and annually), in line with KfW's reporting requirements.</li> <li>• Accompany projects stakeholders in all matters of E&amp;S concerns over the implementation stage including their capacity building pertaining to E&amp;S.</li> <li>• Support the stakeholders in developing and implementing procedures for managing contractors and subcontractors, e.g. including relevant requirements in contracts and subcontracts consistent with the requirements of KfW Sustainability Guideline and ESCMF</li> </ul>
7.	<b>Project Associate</b>	Master Degree/ Management/ B. Tech from a recognised reputed University / Institutions with 3 years of professional experience in Government/ Development Sector. Knowledge and skills of relevant computer applications of MS Office and internet applications	<ul style="list-style-type: none"> <li>• Ensure effective support to program implementation, focusing on achievement</li> <li>• Providing daily support to the PMU experts on timely execution of program / activities.</li> <li>• Providing substantial inputs to the preparation of quarterly and annual reports and assisting in monitoring the progress throughout the project phase.</li> <li>• Assisting the PMU in budgeting and actual documentation of program experiences.</li> <li>• Collecting and gathering required information, data for program activities/initiatives throughout the project phase.</li> <li>• Ensure overall efficient financial administration and operational support to PMU on managing the program's financial matters of the program and maintaining accurate financial records of the program as required by Government.</li> <li>• Assisting the PMU in administering operation of the office in accordance with defined rules and regulations.</li> <li>• Providing required support in</li> </ul>



Sl. No.	Position No. of Requirement	Desired Qualification	Job Description
			organizing/conducting program activities / training / workshops and supporting other programme-related activities as and when required by the programme management / authorities / Team Leader, PMU • Any other reasonable task assigned by OUIDF Officials/Team Leader, PMU from time to time.

Note:-

1. The Deployed Key personnel and other resources will be entitled for a maximum 21 days in a calendar year for Casual leaves/ Earned Leave based on the company policy.
2. The PMU will be provided with office space, furniture, equipment and stationeries by the OUIDF.
3. The replacement of key resource is not allowed in 1st year. The substitution of personnel, if required, shall be subject to equally or better qualified and experienced personnel proposed initially in the bid and to the satisfaction of OUIDF. If the Bidder proposes to substitute the resource, it shall submit to OUIDF its proposal along with a CV of such person in the form provided at Tech -5.

# PART 3 – CONTRACT FORM

## Section VIII. Contract for Consulting Services

### AGREEMENT FOR CONSULTANCY SERVICES

This Consultancy Agreement (hereinafter called the "**Contract**") is made on \_\_\_\_ day of the month of \_\_\_\_\_, 2022, by and between,

**Odisha Urban Infrastructure Development Fund**, a Trust formed and incorporated under the Indian Trusts Act, 1882 and having its registered office at 4<sup>th</sup> Floor, Zone A/2, Fortune Towers, Bhubaneswar – 751023 India represented by Financial Adviser Cum Administrative Officer, OUIDF (hereinafter called "**OUIDF**" or "**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 Second Part

Each of Client, and Consultants are individually referred to as First Party, and Second Party respectively and collectively referred to as Parties.

WHEREAS

- a) the OUIDF is desirous for Selection of Consultant for preparation of Business Model for Long Term Financial Sustainability of OUIDF.
- 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. /2022 dated \_\_\_\_\_ 2022
    - b) APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
    - c) APPENDIX C - KEY PERSONNEL
    - d) APPENDIX D - ROLE OF CONSULTANT: - (As per TOR of the RFP)
    - e) APPENDIX E - RFP
    - f) APPENDIX F- PRE-BID MINUTES OF MEETING
    - g) APPENDIX G-MODEL PERFORMANCE GUARANTEE
  
- 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 provide necessary assistance and make payments to the Consultants in accordance with the provisions of the Contract.

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

<b>For and behalf of Client</b>	
Financial Advisor-Cum-Administrative Officer, OUIDF	
<b>For and on behalf of Consultant</b>	
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 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 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 OUIDF 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 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 Odisha 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 assistance to the Consultants such 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 6.3, 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 6.3 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. FAIRNESS AND GOOD FAITH**

**7.1 Good Faith :** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract :** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

### **8. Settlement of Disputes**

#### **8.1. 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.

#### **8.2. 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.

#### **8.3. Arbitration**

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.

- 8.4. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 8.5. 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.

## 9. Liquidated Damages

The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract. The amount of liquidated damages under this Contract shall not exceed [ ] % of the total value of the contract as specified in Appendix D.

The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SC\_\_\_\_, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [ ]% of total cost of the services for every week or part thereof for the delay.

## Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	<b>General Provisions</b>
1.3	The language is English
1.4	<b>For the Client:</b> Financial Advisor OUIDF Trust, Zone A/2,Fourth Floor, Fortune Towers, Bhubaneswar-751023, India
1.4	Authorised Representative of Client: Administrative Officer , <b>OUIDF</b> Authorised Representative of Consultant:
2.	<b>Commencement, Completion, Modification, and Termination of Contract</b>
2.1	Effective Date: _____
2.3	Twenty four Months (2years) excluding approval period from the Effective Date or on completion of the Services by the Consultants and can be extended further as per requirement based on the performance of the consultant and to the satisfaction of Client..
5	<b>Obligations of the Client</b>
5.1	<b>Addition to Clause 5.1 of GC</b> <b>Obligations of OUIDF</b> i. The PMU will be provided with office space, laptop including internet connection/Data Card to all the Key professionals , furniture, equipment and stationeries etc.
6.	<b>Payment to the Consultants</b>
6.1	Price payable exclusive of Goods & Service Tax (GST) is INR _____
6.2	i. No Advance payment ii. Payment to Consultants shall be made as per TOR of RFP
6.4	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.

<b>8</b>	<b>Settlement of Disputes</b>
<b>8.2</b>	<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 &amp; Conditions of RFP &amp; Pre-Bid Meeting Minutes are binding to both the parties</p>
<b>9</b>	<b>Liquidate Damages</b>

## APPENDICES

- a) APPENDIX A - DESCRIPTION OF THE SERVICES :- As per TOR of the RFP Notice No. /2022 dated \_\_\_\_ 2022
- b) APPENDIX B - DELIVERABLES & PAYMENT SCHEDULE :- (As per TOR of the RFP)
- c) APPENDIX C - KEY PERSONNEL
- d) APPENDIX D - ROLE OF OUIDF/ CLIENT: - (As per TOR of the RFP)
- e) APPENDIX E - RFP
- f) APPENDIX F- PRE-BID MINUTES OF MEETING
- g) APPENDIX G-MODEL PERFORMANCE GUARANTEE



## Appendix-G

### Performance Guarantee

To,

Secretary,  
Odisha Urban Infrastructure Development Fund (OUIDF)  
4<sup>th</sup> Floor, Zone A/2, Fortune Towers  
Chandrasekharpur, Bhubaneswar, 751023, Odisha

**WHEREAS** \_\_\_\_\_ (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No \_\_\_\_\_ dated \_\_\_\_\_ to undertake the service \_\_\_\_\_ (description of services) (herein after called "the contract").

**AND WHEREAS** it has been stipulated by \_\_\_\_\_ (Secretary, OUIDF) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the \_\_\_\_ day of \_\_\_\_\_, <Year> Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our .Bhubaneswar branch on or before Dt. \_\_\_\_\_ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....(Signature of the authorized officer of the Bank)

.....

**Name and designation of the officer**

.....

.....

**Seal, name & address of the Bank & Branch**

**<<Any Other assignment related Material may also be included in the Annexure for the bidder>>**