



**RFP for Selection of
Consultant To Prepare
Detailed Project Report
(DPR), Including
Feasibility Assessment,
Integrated Master Plan,
and Designs For
Development of Garment
Park At Bhitauli,
Jabalpur**

**JABALPUR SMART
CITY LIMITED**

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DISCLAIMER

The request for proposal document contains two volumes

Volume I	Instruction to Bidders
Volume II	General Conditions of contract

The information contained in the Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical Specialist and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP, 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 and information contained in the RFP and obtain independent advice from appropriate sources.

Information provided in the RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in the RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder / Technical Consultant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, 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 its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

BID DATA SHEET

1	Name of the Client: <i>Jabalpur Smart City Ltd.</i>
2	Method of selection: <i>QCBS (Quality and Cost Based Selection)</i>
3	Title of Consulting Service is:for <i>“Request for Proposal for The Selection of Consultant to Prepare Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan, And DesignsFor Development Of Garment Park At Bhitauli, Jabalpur”</i>
4	Contract Period – 1 Years
5	A pre-proposal conference will be held on 16.10.2017 at JSCl office . However, if the invitee firm wishes to seek clarification it may do so in writing to the Client with copy to the Client’s Representative
6	Proposals must remain valid for 180 days after the submission date indicated in this Data Sheet.
7	Clarifications may be requested not later than seven (7) days before the submission date. The Client will respond to requests for clarifications by electronic means within seven (7) days prior to the proposal submission date.
8	The Bidder is required to include with its Proposal written confirmation of authorisation to sign on behalf of the Bidder: Yes
9	Joint Ventures ¹ or Consortia : Yes
10	Bidders Eligibility Criteria: Applicable A. Technical Capacity: The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 1 (One) Eligible Assignments as specified. B. Eligible Assignments: For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as eligible assignments (the “Eligible Assignments”). - Experience of Detailed Master planning and Infrastructure Planning of Greenfield Garment Park / SEZ /Industrial projects of 100 Acres or above in a single project.

	<p>- Marks will be given for “Completed Assignments” only for which project completion certificates issued by Client are submitted along with the Technical Proposal. Further, in case of Consortium, the Lead Member shall meet the minimum technical capacity as specified above.</p>
	<p>C. Financial Capacity: The Applicant shall have an average audited annual turnover of Rs. 1.5 crores(one crore fifty lakhs) of the last three financial years preceding the PDD. The revenues from the consulting/advisory services will only be considered for evaluation and thus break of Turnover as per Statement of Profit or Loss must be attached for last three completed Financial years. Further, in case of Consortium, the Lead Member shall meet the minimum financial capacity as specified above. Turnover of Associates/JVs will not be considered.</p> <p>D. The Applicant shall be a private company/ Pvt. Ltd./any government organizations incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) incorporated in India under the Limited Liability Partnership Act, 2008.</p>
11	Currency and Budget for Proposal: INR : 150 Crores
12	The Bidder must submit a soft copy of the Technical Proposal, on CDs sealed in their respective envelopes along with the original Proposal.
13	Cost of Tender Document: Rs. 20000/- EMD : Rs. 150000/- Lacs FDR in favouring the Executive Director, Jabalpur Smart City Limited
14	<p>Key Dates</p> <p>a. Tender Purchase date online - 05/11/2017</p> <p>b. Tender submission date online - 08/11/2017</p> <p>c. Tender Submission physically - 10/11/2017</p> <p>d. Technical Open online - 09/11/2017</p> <p>e. Financial Open online - 16/11/2017</p>
15	<p>Address for submission of Proposals: In Physical Form Office of the Jabalpur Smart City Limited, ManasBhawan, besides Wright Town Stadium, Jabalpur In Online System: https://www.mpeproc.gov.in Date for public opening of Technical Proposals: As per key dates.</p>

INTRODUCTION

1.1 Project Background and Objectives

Jabalpur Smart City Limited (“JSCL” or “Authority”) intends to develop Garment Park at Bhitauli, Jabalpur. JSCL in this regard, intends to prepare “*DETAILED PROJECT REPORT (DPR), INCLUDING FEASIBILITY ASSESSMENT, INTEGRATED MASTER PLAN AND DESIGN*” FOR DEVELOPMENT OF GARMENT PARK at BHITAU LI, JABALPUR world class standards, as per guidelines of Government of India (GOI)/Government of Madhya Pradesh (GoMP), through a reputed National / International consultant in the field of planning of similar projects. The JSCL has decided to carry out the process for selection of a Consultant for preparation of *Detailed Project Report (Dpr), Including Feasibility Assessment, Integrated Master Plan and Designs* for the Garment Park Project as per the Terms of Reference (the “TOR”) as specified in the Bid Document.

1.2 Request for Proposal

- 1.2.1 JSCL invites proposals (the “Proposals”) for the selection of a Consultant (the “Consultant”) who shall prepare *Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan and Designs* for the Project in a time bound manner. The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein. More details on the services required from the consultant are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
- 1.2.2 Applicants are invited to submit a (“Proposal) comprising of the technical proposal (“Technical Proposal”) and a financial proposal (“Financial Proposal”) for providing consultancy services required for the Project. Those Applicants that submit the Proposal shall be called Bidders. The Proposal would form the basis of selection of the Bidders. The successful Bidder shall be called Technical Consultant. After selection a letter of award would be sent to the Technical Consultant and signing of the Service Agreement between the Authority and the Technical Consultant for providing the Services is envisaged.
- 1.2.3 The Scope of work (SOW) for the Project has been set out in Section II
- 1.2.4 JSCL reserves right to defer the signing of agreement for the said project, subject to the condition that the period of the deferment shall not exceed more than one

year. In case the period of deferment exceeds more than one year the financial offer shall be modified with mutual consent or the consultant shall have liberty to exit without burden on any party whatsoever.

- 1.2.5 The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Proposals shall be prepared and submitted in accordance with such terms.
- 1.2.6 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Consultant set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority before due date, and attending a Pre-Proposal Conference on the date and time specified.

1.4 Validity

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the firms to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Firms will not be permitted to modify their proposals submitted already.

1.5 The Bidding process

- 1.5.1** The Authority has adopted a single stage bidding process in three cover system. The Bidders are required to submit their proposal through Key Submissions (Envelope -1), Technical Proposal (Envelope – 2) and Financial Proposal (Envelope – 3). In the first stage, a technical evaluation will be carried out as specified in RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified in RFP. The Financial Proposal of the eligible and technically qualified proposals will only be opened for consideration under QCBS evaluation. Proposals will finally be ranked according to their combined technical and financial scores as specified in RFP (Quality and Cost Based System (QCBS) of evaluation in the ratio of **80:20 (80% technical and 20% financial)**. The first ranked Applicant shall be selected for negotiation (the “Selected Applicant”) while the second ranked Applicant will be kept in reserve.
- 1.5.2** During this Proposal Stage, Bidders are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project.
- 1.5.3** Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/ title: “Queries/Request for Additional Information: ***Proposal for The Selection of Consultant To Prepare Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan and Designsfor Development Of Garment Park At Bhitauli, Jabalpur***”

1.6 Payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant. TDS will be deducted on payments as per the applicable norms of Government of India.

1.7 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S. No	Event Description	Date
1.	Last date for receiving queries	16/10/2017
2.	Pre Proposal Conference	16/10/2017 at 3:00 PM
3.	Last date of Purchase of RFP Document	05/11/2017
4.	Bid Submission date (Online)	08/11/2017
5.	Bid Submission date (Physical)	10/11/2017
6.	Technical Bid Opening Date(Online)	09/11/2017
7.	Financial Opening of Proposals	16/11/2017

1.8 Pre-Proposal Conference

The time and venue of Pre-Proposal Conference shall be:

Date: 16-10-2017

Time : 15:00 hrs

Venue: Conference Hall, Office of the Jabalpur Smart City Limited,
ManasBhawan, besides Wright Town Stadium, Jabalpur

1.9 Communications

1.9.1 All communications including submission of Proposal (RFP) and clarifications to be provided in pre-proposal conference should be addressed to Executive Director, Jabalpur Smart City Limited and sent to the following address: The Executive Director, Office of the Jabalpur Smart City Limited, ManasBhawan, besides Wright Town Stadium, Jabalpur Madhya Pradesh, India.

1.9.2 The Official Website of JSCL is: www.jscljabalpur.org

1.9.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: : ***“Proposal for The Selection of Consultant To Prepare Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan and Designsfor Development Of Garment Park At Bhitauli, Jabalpur”***

INSTRUCTIONS TO APPLICANTS

2. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an Applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (*the “Sole Firm”*) or as lead member of a consortium of firms (*the “Lead Member”*) in response to this invitation. The term Applicant (*the “Applicant”*) means the Sole Firm or Lead Member, as the case may be. The maximum number of members allowed in a consortium is two (2) including Lead member (who shall have at least 51% stake in the Project), Consortium member/Associate. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical Proposal sand the Financial Proposal shall be submitted in format prescribed in this RFP document. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified in the RFP document.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (*the “Conditions of Eligibility”*) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

E. **Technical Capacity:** The Applicant shall have, over the past 10 (Ten) years preceding the PDD, undertaken a minimum of 1 (One) Eligible Assignments as specified.

- F. **Eligible Assignments:** For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as eligible assignments (the “Eligible Assignments”).
- Experience of Detailed Master planning and Infrastructure Planning of Greenfield Garment Park / SEZ /Industrial projects of 100 Acres or above in a single project.
 - Marks will be given for “Completed Assignments” only for which project completion certificates issued by Client are submitted along with the Technical Proposal. Further, in case of Consortium, the Lead Member shall meet the minimum technical capacity as specified above.
- G. **Financial Capacity:** The Applicant shall have an average audited annual turnover of Rs. **1.5 crores**(one crore fifty lakhs) of the last three financial years preceding the PDD. The revenues from the consulting/advisory services will only be considered for evaluation and thus break of Turnover as per Statement of Profit or Loss must be attached for last three completed Financial years. Further, in case of Consortium, the Lead Member shall meet the minimum financial capacity as specified above. Turnover of Associates/JVs will not be considered.
- H. **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (E) below.
- I. **Conditions of Eligibility for Key Personnel :** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

S.No.	Position	Qualification	Professional Experience	Experience
1	Team Leader	Masters in Architecture / Planning	10 Years	Should have act as Team leader in minimum 2 eligible assignments
2	Infrastructure Specialist	B.Tech/ B.E. Civil Engineering	7 Years	Should have experience as an infrastructure Specialist for minimum 2 eligible assignments.
3	Water & wastewater Specialist	Master in Environmental Science or Environmental Engineering or equivalent	7 Years	Should have experience as a water and Waste Water Specialist for minimum 2 eligible assignments.
4	Market Study	MBA	5Years	Should have experience as

	Specialist	(Marketing) or equivalent		Market Study Specialist in minimum 2 eligible assignments
5	Garment/Textile Specialist	Masters in Textile Engineering/ Technology or equivalent	7 Years	Should have experience as Textile/Garment Specialist in minimum 2 eligible assignments
6	Finance Specialist	Post Graduate in Finance/ Economics or CA or MBA in Finance	7 Years	Relevant experience in in minimum 2 eligible assignments covering projects, financial analysis, revenue generation mechanisms, project modelling in area development projects, infrastructure development projects of similar magnitude and nature.

- 2.2.3** The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its average annual turnover of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant along with supporting audited balance sheets for the last three financial years preceding the PDD.
- 2.2.4** The Bidder should submit a Power of Attorney as per the format prescribed in the RFP Document, authorising the signatory of the Proposal to commit the Bidder.
- 2.2.5** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6** An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect

- shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
 - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
 - (f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its

Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or subcontractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the “Associate”); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.4 Cost of Bidding

- 2.4.1** The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

- 2.5.1** Bidders are advised to submit their respective Proposal after visiting the site and any other matter considered relevant by them.
- 2.5.2** It shall be deemed that by submitting a Proposal, the Bidder has:
- a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Authority;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters above;
 - d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement; and
 - f. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3** The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

- 2.6.1** Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.6.2** The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:

- a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - c. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 2.6.3** In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the 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 Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service 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 the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security.
- 2.6.4** The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.6.5** The draft contract (Volume II) is provided by the Authority as part of the Bidding. Documents shall be deemed to be part of this RFP.

2.7 Clarifications

- 2.7.1** Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3, the Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

- 2.7.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.7.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8 Amendment of RFP

- 2.8.1 At any time prior to the deadline for submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.8.2 Any Addendum thus issued will be uploaded on the website www.mpeproc.gov.in and www.jscljabalpur.org.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Proposal Due Date by uploading a corrigendum on the website.

PREPARATION AND SUBMISSION OF BIDS

2.9 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting

2.10 Format and Signing of Proposals

The Bidder would provide all the information as per this RFP document. JSCL would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Part I Submission

Envelope 1: “Key Submissions”

- a. Letter of Proposal in the prescribed format

- b. Bid Security in the prescribed format
- c. Power of Attorney for signing of in the prescribed format.
- d. A copy of the General conditions of contract with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

Envelope 2: “Technical Proposal”

- a) Technical Proposal as per the RFP Document.
- b) The Technical Proposal shall not include any financial information relating to the Financial Proposal. The proposed team shall include Specialists (the “Professional Personnel”) in their respective areas of Specialisation and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.2 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of Specialisation (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format prescribed in the RFP.
- c) An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of Specialisation (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- d) The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- e) 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 Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant 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 Applicant 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 the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

- f) In such an event, the Authority shall forfeit appropriate Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. Part II Submission(To be submitted online only)

Financial proposal in the format as set out in RFP. ***The Financial Proposal of the Bidder shall be lump-sum fee which the Bidder proposes to charge for undertaking the Assignment. Financial Proposal quoted shall be inclusive of local office cost, site visits, travel, documentation, lodging boarding and inclusive of all other taxes excluding GST.*** The Financial Proposal shall not include ***Goods & Service Tax***, which shall be payable extra, as per the current norms. The terms of payment are set out in the RFP and Draft Consultancy Agreement

- a) The Bidder shall seal the ***Part I Submission Envelope 1 & Envelope 2***, duly marking the Envelopes as “***PART I SUBMISSION Key Submissions***” and “***PART I SUBMISSION Technical Proposal***”. These Envelopes shall then be sealed in a single outer Envelope.
- b) The Proposal shall be typed or written in indelible ink and each page shall be initialed by an authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.
- c) The bidder shall also submit true copies of the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, in soft version in CD Rom. The CD shall be placed in a separate sealed envelope marked as “Copy of Documents”.
- d) The Bidder shall submit the Proposal in the format specified in the RFP and seal it in envelopes.
- e) The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

The bidder shall also submit true copies of the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, in soft version in CD Rom. The CD shall be placed in a separate sealed envelope marked as “Copy of Documents”.

2.11 Sealing and Marking of Proposal

- 2.11.1** The Bidder shall submit the Proposal in the format specified in the RFP and seal it in envelopes.
- 2.11.2** The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated above.

2.11.3 Each of the Envelopes, both outer and inner, must be super scribed with the following information:

- a. Name and Address of Bidder
- b. Contact person and Phone numbers
- c. ***“Proposal for The Selection of Consultant To Prepare Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan, And DesignsFor Development Of Garment Park At Bhitauli, Jabalpur”***

2.11.4 All Envelopes shall be addressed to:

**Executive Director,
Office of the Jabalpur Smart City Limited,
ManasBhawan, Wright Town
Jabalpur, 482002**

2.11.5 If the Envelope is not sealed and marked as instructed above, JSCL Jabalpur assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal may, at the sole discretion of JSCL, Jabalpur

2.11.6 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder’s own risk.

2.11.7 It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. Made a complete and careful examination of ***site condition, existing structure terms and conditions/ requirements, and other information as set forth in this RFP document;***
- b. received all such relevant information as it has requested from JSCL, Jabalpur; and
- c. Made a complete and careful examination of the various aspects of the Project. Made a detailed site visit of proposed project.

2.11.8 JSCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above

2.12 Proposal Due Date

2.12.1 Proposal should be submitted before 1600 hours IST on the Proposal Due Date at the address provided in Clause 2.9.4 in the manner and form as detailed in this RFP.

- 2.12.2 The Authority may, in its sole discretion, extend the Proposal Due Date by uploading the corrigendum in the website

2.13 Late Proposals

Bids received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Validity of Proposals

- 2.14.1 The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date subject to the conditions prescribed. The validity of Proposal may be extended by mutual consent of the respective Bidders and the Authority.

2.15 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.

2.16 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

2.17 Bid Security

- 2.17.1 The Bidder shall furnish as part of its Proposal, a Bid Security of **Rs 150000** in the form of a Demand draft issued by a Scheduled Bank in India, drawn in favour of the Executive Director, Jabalpur Smart City Limited (JSCL), payable at Jabalpur (the "Demand Draft"). The Authority shall not pay any interest on the Bid Security deposit.
- 2.17.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.17.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the successful Bidder or when the Bidding process is cancelled by the Authority.

Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s).

- 2.17.4 The Successful Bidder's Bid Security will be retained as a part of the performance security.
- 2.17.5 The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
 - 2.17.6 If a Bidder submits a non-responsive Proposal;

If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP; If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by the Bidder from time to time;

In the case of successful Bidder, if it fails within the specified time limit - to sign the Service Agreement

2.18 Modification/ substitution/ withdrawal of Proposals

- 2.18.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant

2.19 Evaluation of Proposal

- 2.19.1 The Outer Envelope and Envelope 1 & 2 shall be opened by the ED or any officer authorized by him after the bid due time on the Proposal Due Date in the presence of the Bidders who choose to attend.
- 2.19.2 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).
- 2.19.3 In case the Proposal is found to be responsive, the Technical Proposal would be evaluated (Stage II Evaluation).
- 2.19.4 JSCL will constitute will constitute a Jury to review and evaluate the technical proposals of the qualified applicants in Stage-2. The Jury shall consist of 5 to 7 persons with Specialisation in architecture, engineering, technology, and different perspectives.
- 2.19.5 The Technical Proposal would be evaluated on the various aspects set out. As part of the evaluation of the Technical Proposal, JSCL, Jabalpur may also request the Bidder to submit clarifications.

- 2.19.6** The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. JSCL Jabalpur reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.
- 2.19.7** Part II Submission shall be opened in the presence of all the Bidders who have met the requirements of Stage I and Stage II evaluation.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.21 Negotiations

- 2.21.1** The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.21.2** The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.21.3 The Authority will examine the credentials of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority

2.22 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.23 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) 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 Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.24 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement and provide irrevocable Bank Guarantee for Performance Security. The irrevocable Bank guarantee for Performance Security shall be 10% (Ten Percent) of the agreed professional fee. The Bank Guarantee shall be from any Nationalized / Scheduled Commercial Bank in favour of the Chief Executive Officer, M/s. Medak National Investment & manufacturing Zone Limited. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.25 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the LoA, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.26 Proprietary data

All documents and other information provided by the Authority or submitted by the Applicant to the Authority shall remain or become the property of the Authority. Applicant

and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority

CRITERIA FOR EVALUATION

3. Evaluation of Technical Proposals

- 3.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology, Work Plan and the experience of Key Personnel. The applicants will be invited to make a detailed presentation on the above. Only those Applicants whose Technical Proposals score 60 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (ST).
- 3.2 The scoring criteria to be used for evaluation shall be as follows:

S.No.	EvaluationCriteria	Score										
A	Background of Bidder	10										
B	<p>Key personnel- Name, age, background, and professional experience of the personnel to be assigned for the project.</p> <p>Minimum requirement of Key persons is as below-</p> <p>The CVs the staff members qualifying minimum criteria shall be evaluated as per following</p> <p>General Qualification: 20%</p> <p>Specific experience:80%</p> <p>A: Experience of Eligible Assignments: (75% weightage)</p> <p>B: Overseas/ International experience on Eligible assignments (5% weightage)</p> <p>C</p> <p>Marks for the proposed Key Personnel will be assigned on relative basis across the Bidders.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Team Leader</td> <td style="width: 20%; text-align: center;">10</td> </tr> <tr> <td>Infrastructure Specialist</td> <td style="text-align: center;">7</td> </tr> <tr> <td>Water & wastewater Specialist</td> <td style="text-align: center;">7</td> </tr> <tr> <td>Market Study Specialist</td> <td style="text-align: center;">7</td> </tr> <tr> <td>Garment/Textile Specialist</td> <td style="text-align: center;">7</td> </tr> </table>	Team Leader	10	Infrastructure Specialist	7	Water & wastewater Specialist	7	Market Study Specialist	7	Garment/Textile Specialist	7	45
Team Leader	10											
Infrastructure Specialist	7											
Water & wastewater Specialist	7											
Market Study Specialist	7											
Garment/Textile Specialist	7											

	Finance Specialist	7	
C	Experience in Master planning and Infrastructure planning for Eligible Projects		20
D	Overall turnover of the firm in consultancy Business Rs. 1.5 Crore or more, but less than 2.5 Crore = 3(Three) Marks Rs. 2.5 Crore or more, but less than 5 Crore = 4(Four) Marks Rs. 5 Crore or more = 5(Five) Marks		5
E	General approach of methodology that the applicant proposes for carrying out the services for different phases.		20
	Total		100

3.3 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, following projects shall be deemed as eligible assignments (the “Eligible Assignments”)

Experience of Detailed Master planning and Infrastructure Planning of Greenfield Garment Park / SEZ / Industrial Estate projects of 100 Acres or above in a single project

3.4 Evaluation of Financial Proposal

- 3.4.1** In the second stage, the financial evaluation will be carried out as per this Clause 3.4. Each Financial Proposal will be assigned a Financial Score (SF) as specified in Clause 3.4.2.
- 3.4.2** For financial evaluation, the total cost (excluding Goods & Service Tax) indicated in the Financial Proposal, will be considered.
- 3.4.3** The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$\text{SF} = 100 \times \text{FM}/\text{F} \text{ (F = amount of Financial Proposal)}$$

- 3.4.4 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Whereas, S is the combined score, and Tw and Fw are weights assigned to Technical Proposal (80% weightage) and Financial Proposal (20% weightage) that shall be 0.80 and 0.20 respectively.

For example, if the technical score of an Applicant Firm is 80 marks and Financial Proposal score is 90 marks, then the combined score will be as computed below.

Final Technical Proposal Score (weighted) = 0.8×80 = 64 marks

Final Financial Proposal Score (weighted) = 0.2×90 = 18 marks

Total Combined Score = 82 Marks

The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in this RFP document as the case may be. In the event of more than one Applicant score the same highest marks; JSCL may call those Applicants (limited to only such firms) for negotiation or resubmission of financial proposal. In such a case, Applicant firm that offers the lowest price quote will be the selected Consultant.

3.5 Contacts during Proposal Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.6 Miscellaneous

- i. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

- ii. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the Authority 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.

TERMS OF REFERENCE

4. SCOPE OF WORK

4.1 SCOPE OF WORK

The Scope of Services for the selected Consultants shall comprise of the following:

4.1.1 Stage I: Inception and Feasibility of the project

Services under this Stage include preparation of Market Demand Assessment Report, Technical and Financial Feasibility report for the project. The Consultant shall study the market dynamics of Establishment of Garment Park / Apparel Park. Consultants shall study alternative case studies of similar development in Madhya Pradesh. Consultants shall identify the factors having impact on the development of Garment Park. Consultants shall carry out necessary primary and secondary survey for the same. Consultants shall identify the strength of such factors in respect of the area wherein land is situated. Consultants shall identify the risk parameters associated with such development.

4.1.2 Stage II : Overall Conceptual Master Plan and Preliminary Engineering Designs for Infrastructure

Services under this Stage include preparation of Conceptual Master plan for the entire project area (about 110 acres), planning & preliminary engineering designs for basic infrastructure components such as roads, water sourcing & supply, power sourcing & supply, drainage, wastewater management facilities (especially ZLD based), integrated solid waste management and any other necessary component such as Logistics hub, common and support infrastructure facilities (such as administrative building, testing facility, training centre etc) and external infrastructure linkages (road, rail, air connectivity etc.). The services under this category are as follows.

- a. Appraisal of Project Site & Setting
- b. Detailed Stakeholder consultations
- c. Carry out Field Surveys and Investigations
- d. Preparation of Comprehensive Base Map
- e. Identify Product Mix through realistic market assessment
- f. Preparation Conceptual Site Master Plan for the entire project area of over 110 Acres with identified External Linkages, Phasing plan
- g. Preliminary engineering designs (including supporting drawings/line diagrams) for infrastructure components including common and support infrastructure facilities

- h. Block Cost Estimation as per phasing plan
- i. Integration with Trunk Infrastructure (External Linkages), Coordination with concerned government departments and other agencies during the planning and design stage, carryout preliminary engineering designs
- j. Any other plans essential for the proposed project
- k. Project implementation schedule l. Presentations to Client and Government for approvals and other marketing related activities by the Authority/Government

4.1.3 Stage III: Detailed Master Plan and Detailed Engineering Designs.

The objective of this Study Stage is to (i) Prepare Detailed Master Plan (plot level layout plan), carryout all required detailed Architectural/Engineering Designs, detailed technical specifications and detailed Cost Estimates for the basic and essential infrastructure components (such as roads, water sourcing & supply, power sourcing & supply, drainage etc. and common and support infrastructure facilities (such as administrative building) for Phase-I enable the Client to proceed with physical development of the Site w.r.t project implementation; (ii) to provide all necessary assistance to Client to bid out the various project development packages; (iii) to provide necessary drawings / details, plot allotment guidelines (based on benchmarking) to enable the Client to start the land allotment process.

4.1.4 Stage IV Detailed financial analysis and development options

- 4.1.4.1 The Consultants shall establish project framework as well as development options. The project framework should incorporate institutional mechanism and responsibilities of each party. Consultant shall evolve alternate project structures in order to have a smooth funding mechanism possible. Consultants shall conduct analysis of objectives of each party towards development, events in development process and roles in managing operations.
- 4.1.4.2 The Consultant shall work out the financial viability of each of the Projects with a view to estimating the likely IRR. The Consultant shall prepare two separate Detailed Project Report for the Project outlining the salient features of the Project, its financial viability and its socioeconomic benefits. The Consultant shall also identify and quantify the estimated financial impact of the Project in the city including employment opportunity.

The DPR inter-alia should cover the following points.

Recovery of cost of land and infrastructure with reasonable return to JSCL, by the prospective developer, based on preventing market value, available FSI on use of land under mix zone including the structures standing on the respective land.

- a) Considering all the schemes available from various departments of GoI and /GoMP
- b) Market size of such activities proposed in Madhya Pradesh.
- c) Market value of land based on infrastructure created
- d) Risk and uncertainty analysis
- e) Activities to be included based on locational requirements
- f) Area allocation for each activity in the complex on the basis of local market need and assessment and also as per the DC Rules of the local body
- g) To prepare three different alternate conception drawings of layout and building plans, considering provisions of Rules of local authority and applicable laws.
- h) JSCL's in house committee will select one option alongwith relevant changes, if any.
- i) Total cost of development which envisaged to be borne by the prospective developer
- j) Recommendations on project structuring
- k) Projections of revenue realization, cash flow analysis and business plan.

4.2 Stages for Completion of Assignment & Payment Schedule

4.2.1 KEY DELIVERABLES:

Sr.No.	Description	Period
1.	INCEPTION REPORT: This report containing relevant statistics, site details and approach & methodology	Within 15 days from the date of offer letter
2.	Survey Report: Consultant shall submit findings of Survey- Primary and Secondary in the form of Report	Within 15 days from the date of approval for inception report by JSCL
3.	FEASIBILITY REPORT: The indicative contents of feasibility report may include project area description, need for the project, benefits of the project, demand assessment, market assessment, options analysis, concept plan, preliminary design and project cost estimates, financial feasibility, institutional capacity, impact assessment, risk management framework, and recommendations.	Within 30 days from the date of approval for Survey report by JSCL

4.	Overall Conceptual Master Plan Report including Drawings, 3-D and walk through (Stage-1 services)	Within 30 days from the date of approval of Feasibility Report by JSCL Ltd
5.	Draft DPR -shall include with detail drawings of infrastructure and services, infrastructure gap assessment, project identification, cost estimation, project development and implementation phasing, timelines and investment plan etc.	Within 60 days from the date of approval of Conceptual Master Plan by JSCL Ltd
6.	Submission of Final DPR	Within 15 days from the date of submission of comments on Draft DPR

* Deliverables shall be in the form of 5 hard + 2 soft copy MS Word & PDF format for Reports and AUTOCAD DWG & PDF formats for drawings/plans;

*The Master Plan & Infrastructures component proposal shall be supported with 3D models and walkthroughs etc., for better visualization of project components.

4.3 Payment Milestones

- 4.3.1** For rendering the above services, the Authority shall pay the Lumpsum fee of Rs. _____ (plus Goods & Service Tax as applicable) (As per the fee quoted by the selected bidder for the total services)
- 4.3.2** The fee is inclusive of all taxes and levies (but excluding **Goods & Service Tax** as applicable from time to time which shall be paid extra). The statutory taxes and other levy deductions as per income tax and relevant Acts will be made by the Authority out of the payments to be made to the Consultants.
- 4.3.3** JSCL shall make payment to the Consultant based on the following payment schedule.

Sr. No.	Deliverables / Milestones	Amount (%)
(i)	On Submission and approval of Inception Report	5%
(ii)	Submission and Approval of Survey Report	15%
(iii)	Submission and Approval of Feasibility Report	15%
(iv)	Submission and Approval of Conceptual Master Plan	15%

(v)	Submission of DraftDPRs	20%
(vi)	Submission and Approval of Final DPRs	30%
	TOTAL	100%

The consultant shall raise the invoices for each of the aforementioned deliverable/ stage upon completion and/or approval as the case may be, by the Authority thereof.

4.4 Scope not exhaustive

4.4.1 The above scope of services are not exhaustive and the Consultant shall undertake such other tasks as may be necessary to prepared the overall conceptual master plan, Detailed Master Plan including the detailed Designs and cost estimates for the Garment Park project.

4.5 Completion of Services

All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

SECTION – III

Format I

PROJECT EXPERIENCE

The information regarding the relevant experience of the firm should be provided in the format below.

Project Name:	Location of Project:
Name of Client:	Address of Client:
Start date (month/year):	Approximate value of services:
Completion date (month/year):	
No. of staff provided: by your firm:	Number of staff months provided by your firm:
Name of Associate Firm:	No. of months of professional staff provided by Associate Firm:
Narrative description of Project <i>Include the following information:</i> <ul style="list-style-type: none">•Project Brief•Project cost•Current status	
Description of actual services provided by your	
Staff:	
Name of Senior Staff of your firm involved and	
functions performed:	

The Project Data Sheets should necessarily be accompanied with copies of work orders / advisory services agreements/service certificates from clients / independent auditor as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

Format II

Format of Curriculum Vitae (CV) for Proposed Key Staff

Name of Staff			
Profession :			
Years with Firm:			
Nationality:			
Area of Specialization			
Proposed Position on Team:			
Key Qualifications			
Project Details		Degree of responsibility/ Experience	
EDUCATION			
Degree	Name of institute	Year	
EXPERIENCE			
Position Held			
Duration			
Location			
Types of activities performed			
Names of relevant projects handled			
Client References			
Languages Known			
	Speaking	Reading	Writing

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature :

Date :

LOCATION PLAN

Attached as Annexure

APPENDIX – II
Letter of Proposal

Dated:

The Executive Director,
Jabalpur Smart City Limited
Jabalpur

Sub: Proposal for the Selection of Consultant To Prepare Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan, And Designs For Development Of Garment Park At Bhitauli, Jabalpur.

Dear Sir,

1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

2 All information provided in the **Proposal** and in the Appendices is true and correct.

3 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

4 I/ We acknowledge the right of the Authority to cancel the bidding process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5 We understand that only a single Consultant will be selected for all the two projects mentioned above. However JSCL reserves the right to restrict the scope of work to either one or both projects depending on the materialization of projects.

6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

7 I/ We declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
- b. I/ We do not have any conflict of interest in accordance with the provision set out in the RFP document;
- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or

request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8 I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.

9 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

10 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our or any of our Directors/ Managers/ employees.

11 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.

12 In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date.

13 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, General Conditions of contract.

14 I/We offer a Bid Security of **Rs 150000/- (One Lakh fifty Thousand)** the Authority in accordance with the RFP Document.

15 The Bid Security in the form of a Demand Draft/FDR

16 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

APPENDIX – III

Power of Attorney for signing of Proposal

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **“Proposal for The Selection of Consultant To Prepare Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan, And Designs for Development Of Garment Park At Bhitauli, Jabalpur”**., by the Jabalpur Smart City Limited, (JSCL) (the “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Technical Proposal

The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:

1. Approach and Methodology

- Project Appreciation
- Team deployment details for the project including details of team member and their Specialisation.
- Conceptual site plan based on energy efficient design Principles
- Methodology & Approach for feasibility of Project
- Methodology of planning based on the Rules and regulations enacting on the site.

Format for Financial Bid

(To submitted online only)

Date:

The Executive Director,
Jabalpur Smart City Limited
Jabalpur

Sub: Financial Proposal for the ***“Selection of Consultant to Prepare Detailed Project Report (DPR), Including Feasibility Assessment, Integrated Master Plan, And Designs for Development Of Garment Park At Bhitauli, Jabalpur”***.

Sir,

Having gone through this RFP document and the General Conditions of contract and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge Total Consultancy fee at Rs ----- lumpsum (as defined in Clause No 6 of General conditions of Contract) or the actual cost of the project whichever is less, inclusive of all taxes and inclusive of all out of pocket expenses, site visits, expenses of travel, documentation, communication and local office expenses excluding ***Goods & Service Tax*** incurred by consultants for carrying out the Services envisaged in this RFP document and Draft contract. However the ***Goods & Service Tax*** would be reimbursed as per actual by JSCL

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP Document.

Yours faithfully,

For and on behalf of.....

(Name of the Bidder)

(Signature of Authorized Signatory)

_____ (Name and designation of the Authorised Person)

Conditions of the Agreement

1. GENERAL

1.1. Definitions and Interpretation

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a. “Applicable Laws” 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. “Agreement” means this Agreement, together with all the Annexes;
- c. “Consultancy Fee” shall have the meaning set forth in Clause 6.2.1;
- d. “Confidential Information” shall have the meaning set forth in Clause 3.3;
- e. “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of the Agreement;
- f. “Dispute” shall have the meaning set forth in Clause 10.2.1;
- g. “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h. “Government” means the Government of Madhya Pradesh;
- i. “Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- j. “Personnel” means hired by the Consultant or by any Sub- Consultant employees and assigned to the performance of the Services or any part thereof;
- k. “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- l. “Services” means the services to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- m. “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- n. “Sub-Consultant” means any entity to which the Consultant subcontracts with prior approval of JSCL any part of the Services; and
- o. “Technical Consultant” in RfP and Consultant are terms used interchangeably in this Agreement and RfP.

p. “Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexes of Agreement;
- c. Letter of Award and
- d. RFP

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement; in particular:

- a. The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. The Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.
- c. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- d. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jabalpur shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. In the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in this document or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside *[name of the place where the Consultant has its registered office]* may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile Consultant may from time to time designate by notice to the Authority;
- b. In the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in this document or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Jabalpur it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- c. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Authorized representatives

- 1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this documents.

1.9.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

DESIGNATION Executive Director,
ADDRESS: Jabalpur Smart City Limited,
 ManasBhawan, Wright Town,
 Jabalpur - 482001
Tel No. +91
FAX NO: +91

1.9.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel: ***** Fax: *****

1.10. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

2.6.1 Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. Any instruction for modification of the terms and conditions of this Agreement made by the Authority shall be binding on the Consultant.

2.6.2 Modification and / or variation in the scope of Services may be made by JSCL at any stage in the following manner, by giving 7 days prior notice to the consultant:

- i. increase, decrease or omission of any part of the consultancy services;
- ii. change the character or content of any part;
- iii. change the direction or dimensions of any part;
- iv. Additional scope.

2.6.3 In the case of increase, decrease or omission of any part of the consultancy services the fees may be increased or decreased, as the case may be, on pro rata basis.

2.6.4 Where the Authority requires Modification and / or variation in the scope of Services, other than increase, decrease or omission of any part of the consultancy services or modification of terms and conditions of this Agreement, the parties will negotiate in good faith for finalizing the variation of the fees and the time for completion. If there is a failure to reach agreement, even after reasonable effort by both parties, the Agreement may be terminated by the Authority by giving 30 days prior notice, in which case the Authority shall pay the costs of actual work done till the date of issue of notice for termination on the above cause.

2.7 In case of delay caused due to any reasons except due to the default of consultant, the period of service agreement shall be extended with or without additional fees which may be decided by JSCL.

2.8 Force Majeure

2.8.1 Definition

- a. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been

expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.8.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to

be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.8.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.8.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.8.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.8.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the

Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.9 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.10 Termination of Agreement

2.10.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g. The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.10.2 By the Consultant

- a. The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this document, terminate this Agreement if:
 - b. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
 - c. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
 - d. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - e. The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.
- 2.10.3 JSCL shall have right to review the performance of the consultant at different stages of services, if JSCL is not desirous of continuation of the services of the consultant on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. If JSCL terminates the agreement as a result of unsatisfactory performance or breach of any term or condition of the contract, the consultant shall be liable for the extra cost reasonably incurred by JSCL in obtaining completion of that part of services which remained incomplete at the date of termination.

2.10.4 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.10.5 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to in this document hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.10.6 Payment upon Termination

Upon termination of this Agreement pursuant to in this document hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- i. Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- ii. except in the case of termination pursuant to sub-clauses (a) through (e) of in this document hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.10.7 Disputes about Events of Termination

If either Party disputes whether an event specified in this document hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder 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 and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Service

The scope of Services to be performed by the Consultant are specified in the Terms of Services (the "TOS") at Annexure 1 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement. (Refer Annexure 3)

3.2.2 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.
- (d) Consultant not to benefit from commissions discounts, etc.

- 3.2.3 The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant' sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 3.2.4 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.5 Without prejudice to the rights of the Authority under this document above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.6 For the purposes of Clause 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering

of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project; 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement,

- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement

disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format,

and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants

and the Personnel; any information provided by or relating to the Authority, its technology,

technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process by any Governmental Instrumentalities, provided that for any such disclosure,
- (iv) the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and

use reasonable effort to ensure that such disclosure is accorded confidential treatment; is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.2.1 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability whichever of (a) or (b) is higher. This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Insurance to be taken out by the Consultant

First party shall not be liable towards any insurance claims by or against the second party and or its sub consultants

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority

3.7 Consultant's actions requiring the Authority's prior approval

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

- (a) Appointing such members of the Personnel as are not listed in Annexure 2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that may be specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
- 3.9.2 All the working drawings required for the construction shall be submitted prior to the finalization of the work order to the civil contractor. The consultant will be held responsible for any delay in the construction occurred due to failure in submissions of drawings.

- 3.9.3 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Approval of Personnel

- 4.2.1. The Personnel listed in Annexure 2 of the Agreement are hereby approved by the Authority ("Professional Personnel"). No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.2.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at "Section II" of the RFP. the Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.2.2, it shall be deemed to have been approved by the Authority.
- 4.2.3. At least two key professional staff proposed must be employees of the Bidder.
- 4.2.4. Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set

- out in Section III and documentary evidence provided. Signed and dated CVs by the proposed key professional staff must be provided.
- 4.2.5. No alternative to key professional staff can be proposed
 - 4.2.6. Maximum of two key persons listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority
 - 4.2.7. Any change in more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change
 - 4.2.8. It is to be noted that in any case, Principal Architect of the Project cannot be substituted till the design stage is finalized and the contractor has been appointed.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a. provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- b. facilitate prompt clearance through customs of any property required for the Services; and issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. DELIVERABLES, TIME SCHEDULE AND PAYMENT TO THE CONSULTANT

6.1 Deliverables and Time Schedule

6.2 Consultancy Fee

6.2.1 Except as may be otherwise agreed per the RFP document, the payments under this Agreement shall not exceed the Consultancy Fee specified herein (the “Consultancy Fee”). The Parties agree that the Consultancy Fee is _____in the form of percentage of the estimated cost or the actual awarded cost of the project whichever is less (INR) (_____.) and the same shall be payable as per the following table:

6.3 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

The Authority shall retain by way of performance security (the "Performance Security"), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for delay

In case of **delay in submission of any deliverable**, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Consultancy Fee per week, subject to a maximum of 5% (Five percent) of the Consultancy Fee will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted on written request justifying the cause of such act.

7.2.1. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

If major deficiency of significant nature in the services is observed, an additional levy of compensation up to a maximum of 5% of the consultancy fee shall be made on the consultant. In this regard, the decision of ED, JSCL will be final binding.

7.4 Penalty for replacement of key personnel:

- a. Authority expects all the Key Personnel to be available during implementation of the Agreement. Authority will not consider substitution of Key Personnel

except for reasons of any incapacity or due to health or resignation of the Key Personnel from the Consultant's organization.

- b. Maximum of two key persons listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority
- c. Any change more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change
- d. It is to be noted that in any case, Principal Architect of the Project cannot be substituted

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

9. OTHER CONDITIONS

- 9.1 In the event the Authority desires the Consultant to perform such additional services which are not within the Terms of Reference as specified in Annexure 1 (“Additional Services”), the Consultant shall agree to perform such Additional Services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 9.2 The Authority shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. The Authority undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the Authority.
- 9.3 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with the Authority unless otherwise agreed, between the Authority and the Consultant. The Authority as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 9.4 Unless otherwise agreed, the Authority shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

10. SETTLEMENT OF DISPUTES

10.1. Amicable settlement

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

10.2. Dispute resolution

10.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon Director, Directorate of Town and Country Planning and the Chairman of the Board of Directors of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 10.4.

10.4. Arbitration

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the

Arbitration and Conciliation Act,1996. The venue of such arbitration shall be Jabalpur and the language of arbitration proceedings shall be English. The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

for and on behalf of Consultant:

Annexure 1: Terms of Services

(Reference invited to the scope of services set out in the RFP document)

To be appended before execution of the Agreement

Annexure 2: Details of Professional Personnel

(To be appended based on CV's of the Personnel submitted by the Selected Bidder and approved by the Authority)

Annexure 3: Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement 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 Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

(i) Potential consultant should not be privy to information from the Authority which is not available to others.

(ii) Potential consultant should not have defined the project when earlier working for the Authority.

(iii) Potential consultant should not have recently worked for the Authority overseeing the project.

(b) Consultants and concessionaires/contractors:

(i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.

(ii) No consultant should be involved in owning or operating entities resulting from the project.

(iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority 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 Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach to avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of

availability of limited numbers of Specialists for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition.

As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. 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.

7. 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 Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. 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 Authority at the earliest. Officials of the Authority 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.