

REQUEST FOR PROPOSAL FOR APPOINTMENT OF CONSULTANT FOR  
PREPARATION OF TOWN PLANNING SCHEMES FOR RETROFITTING OF THE  
AREAS OF PARDI-BHARATWADA-PUNAPUR IDENTIFIED AS THE AREA  
BASED DEVELOPMENT PROPOSAL UNDER THE NAGPUR SMART CITY  
PROJECT

NAGPUR SMART AND SUSTAINABLE CITY DEVELOPMENT CORPORATION  
LIMITED

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The issue of this RFP does not imply that the Client is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant 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 Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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## ABBREVIATIONS & DEFINITIONS

Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidder.
BG	Bank Guarantee
Bidder / Applicant	Any firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period is of Five (5) years and shall commence from the date of issue of Work order till completion of the project
Day	A calendar day as per GoM / Gol.
INR	Indian Rupee
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NMC	Nagpur Municipal Corporation
NSSCDCL	Nagpur Smart and Sustainable City Development Corporation Limited
PAN	Permanent Account Number
PBG	Performance Bank Guarantee

<b>Performance Security Deposit (PSD)</b>	Performance Security Deposit is the security which is submitted by the bidder against the work order received.
<b>PQ</b>	Pre-Qualification
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order

## INVITATION FOR PROPOSAL

## 1 KEY INFORMATION & DATES

Method of Selection	Quality Cost Based Selection (QCBS)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Download from <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a>
Date of RFP Issuance	03 <sup>rd</sup> December, 2016 at 18:00 hrs
Tender document fee (Non-refundable and Not – exempted)	INR 10,000 (INR Ten Thousand only) through e-procurement portal
Bid Security/Earnest Money Deposit (EMD)	INR 1,00,000 (INR One Lac only) through e Procurement portal
Pre-Bid Conference time, date, & venue	Date / Time: 13 <sup>th</sup> December, 2016 at 11:00 hrs Venue: Nagpur Municipal Corporation
Posting of responses to queries (on website) and Date	<a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a> Date: 17 <sup>th</sup> December, 2016 at 11:30 hrs
Last Date and time for Bid submission	23 <sup>rd</sup> December 2016 before 15:00 hrs
Date, time for Opening of Technical Bid	23 <sup>rd</sup> December 2016 at 15:30 hrs
Opening of Financial Proposal	To be intimated later
Bid validity	Bid must remain valid up to 90 (Ninety) days from the actual date of submission of the Bid.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
Address for Correspondence	Chief Executive Officer, Nagpur Smart and Sustainable City Development Corporation Limited, Nagpur Municipal Corporation, Civil Lines, Nagpur Phone: eMail: <a href="mailto:addlmcnmc@gmail.com">addlmcnmc@gmail.com</a>

## 2 INTRODUCTION

### 2.1 Background

- 2.1.1 Nagpur is also known as the second Capital of the State of Maharashtra. Nagpur popularly known as “Orange City”, is the winter capital of Maharashtra state, located in the central part of India. In fact, it is the geographical center of India. The city is the third largest one in Maharashtra state following Mumbai and Pune. It is the 9th largest urban agglomeration in India and the largest city in Vidarbha Region. As per census 2011, the city has a population of 23, 98,165.
- 2.1.2 The MoUD selected Nagpur city as one of the Smart Cities in Round 2 of the selection cities. As part of the Smart City Proposal, retrofitting in 951 acres of Pardi-Bharatwada-Punapur in the eastern periphery of the city has been proposed. The retrofitting of 951 acres in Pardi-Bharatwada-Punapur aims to (a) make Nagpur a truly inclusive city by removing the dichotomous growth & (b) enhance the city’s profile by improving the quality of life in vulnerable areas to bring them at par with the rest of the city. By investing in capital improvement programme over the next five years, the proposal will improve the quality of life of residents & resolve the regularization quandary & land-use conflicts. This endeavour will result in-
- A Eco-friendly, inclusive & low impact carbon neutral neighbourhood
  - A walkable, well-connected mixed-use area with public realm investments visible in its pedestrian boulevards, public spaces & buildings.
  - A replicable example of leveraging the convergence of riverfront development and public transport (metro) projects to influence urban form & create vibrant sub-centres.
- 2.1.3 This unique intervention will positively influence the quality of life of ~65,000 inhabitants. The retrofitting proposal focuses on the principle of integrated area based development using the Town Planning Scheme mechanism. To this end, the Nagpur Smart and Sustainable City Development Corporation Limited (NSSCDCL) intends to engage a Consultant to prepare a Town Planning Scheme in accordance with the Maharashtra Regional and Town Planning Act (MRTP Act).
- 2.1.4 Additional details of the area chosen for the Area Based Development proposal are available in the Smart City Proposal of the Nagpur Municipal Corporation.

### 2.2 Request for Proposal

- 2.2.1 The Client invites proposals (the “Proposals”) from firms for selection of a Consultant (the “Consultant”) who shall assist the Client in preparation of town planning scheme for the chosen area in conformity with the TOR (collectively the “Consultancy”). The Client intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

## 2.3 Due diligence by Applicants

- 2.3.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Client, sending written queries to the Client, and attending a Pre-Proposal Conference on the date and time specified in Clause 2.10.

## 2.4 Sale of RFP Document

- 2.4.1 RFP document can be obtained up to 1 day prior to Proposal Due Date between 1000 hrs and 1700 hrs on from the address specified in Clause 2.9. The document can also be downloaded from the [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

## 2.5 Validity of the Proposal

- 2.5.1 The Proposal shall be valid for a period of 90 days from the Proposal Due Date (the “PDD”).

## 2.6 Brief description of the Selection Process

- 2.6.1 The Client has adopted a three stage selection process (the “Selection Process”). The Proposals will be evaluated based on the eligibility criteria, technical and financial bids to be submitted. First, an eligibility evaluation will be carried out. In the second stage, a technical evaluation of only those Bidders who have been found to be eligible, will be carried out as specified in Clause 5.2. In the third stage, a financial evaluation will be carried out as specified in Clause 5.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 5.4. The first ranked Applicant (the “Selected Applicant”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

## 2.7 Payment

- 2.7.1 All payments to the Consultant shall be made in Indian Rupees 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.

## 2.8 Schedule of Selection Process

The Client would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Last date for Purchase of RFP	1 day prior to PDD
2	Last date for receiving queries/clarifications	13 <sup>th</sup> December, 2016
3	Pre-Proposal Conference	13 <sup>th</sup> December at 11:00 hrs.
4	Client response to queries	17 <sup>th</sup> December, 2016
5	Proposal Due Date or PDD	23 <sup>rd</sup> December 2016 before 15:00 hrs.
6	Opening of Proposals	On Proposal Due Date at 15:30 hrs.

7	Letter of Award (LOA)	[Within 15 days of PDD]
8	Signing of Agreement	Within 10 days of LOA
9	Validity of Proposals	As mentioned in Clause 2.5

## 2.9 Pre-Proposal visit and inspection of data

Prospective Applicants may visit the office of the Client and the Project site and review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

CHIEF EXECUTIVE OFFICER,

NAGPUR SMART AND SUSTAINABLE CITY DEVELOPMENT CORPORATION LIMITED,

NAGPUR MUNICIPAL CORPORATION,

CIVIL LINES,

NAGPUR

Phone: \*\*\*\*\*

Mobile: \*\*\*\*\*

Email: addlmcnmc@gmail.com

## 2.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be per clause 2.8:

## 2.11 Communications

2.11.1 All communications including the submission of Proposal should be addressed to the Client's representative at the address specified in Clause 2.9.

2.11.2 All communications, should contain the following information, to be marked at the top in bold letters:

**RFP Notice No. \*\*\* "APPOINTMENT OF CONSULTANT FOR PREPARATION OF TOWN PLANNING SCHEMES FOR RETROFITTING OF THE AREAS OF PARDI-BHARATWADA-PUNAPUR IDENTIFIED AS THE AREA BASED DEVELOPMENT PROPOSAL UNDER THE NAGPUR SMART CITY PROJECT"**

### 3 INSTRUCTIONS TO APPLICANTS

#### A. GENERAL

##### 3.1 Scope of Proposal

- 3.1.1 Detailed description of the objectives, scope of services, 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 a consortium of firms in response to this invitation. The term Applicant (the “Applicant”) means the Sole Firm or the Consortium, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 3.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Client 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 Client’s decisions are without any right of appeal whatsoever.

#### **4 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the 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 an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
    - (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 towards 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 experts 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 only 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.

4.1.1 APPENDIX – I – TECHNICAL PROPOSAL FORMATS and the Financial Proposal shall be submitted in the form at APPENDIX – II – FINANCIAL PROPOSAL FORMATS. Upon selection, the Applicant shall be required to enter into an agreement with the Client in the form specified at SCHEDULE 2 – FORM OF AGREEMENT.

4.1.2 Key Personnel

The Consultant’s team (the “Consultancy Team”) shall consist of the following key personnel (the “Key Personnel”):

Sr. No.	Key Personnel
1.	Team Leader and Urban Planner
2.	Senior Urban Planner
3.	Senior Surveyor
4.	Infrastructure Experts (6)
5.	AutoCAD Expert

#### 4.2 Conditions of Eligibility of Applicants

- 4.2.1 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.
- 4.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- (A) Technical Capacity: The Applicant shall have the requisite experience as specified in Clause 5.1.
  - (B) Financial Capacity: The Applicant shall have an average annual turnover of Rs. 1 crores during each of the last three financial years preceding the PDD.
  - (C) Availability of Key Personnel: The Applicant shall offer and make available, as is mutually agreed between the Client and the Selected Applicant, all Key Personnel meeting the requirements specified in Sub-clause (D) below.
  - (D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on eligible assignments
Team Leader and Urban Management Expert	Bachelor’s Degree in Architecture or Engineering and a Master’s Degree in Urban Planning	Min. 15 years	He/She should have led the preparation of at least 5 town planning schemes or development plans prepared in accordance with the relevant planning legislation. Should have helped the Client in undertaking statutory consultations/owners meeting necessary for the preparation of the town planning schemes/statutory development plans. Should have also facilitated submission to government and coordinating the sanction of the plans from the Government.  Experience in Infrastructure siting & Planning and urban development project would be an advantage.
Senior Planner	Master’s Degree in Planning	10	He/She should have led the preparation of at least 5 town planning schemes or statutory development plans.

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on eligible assignments
Senior Surveyor	Diploma or Bachelor's degree in Civil Engineering	10	He/She should have experience of DGPS/GPS, data collection, total station surveys. He/She should be able to work on field and can handle field administrative issues. Experience in survey work of Town Planning Schemes, Development Plans, Integrated Mixed-use Area based Development is preferable
Infrastructure Specialists (6 viz. water supply, sewerage, storm water drainage, roads, urban transport & affordable housing)	B.E. / B Tech in relevant discipline. Master's Degree would have an advantage	Min. 10 Years	He/She should have worked as an engineering expert for urban infrastructure projects like water supply, sewerage, solid waste management, urban transport, drainage, affordable housing, etc.
GIS & CAD Expert	Diploma or Degree in any stream	Min. 10 Years	He/She should have worked on preparation of GIS based maps and base maps for at least two development plans/town planning schemes/integrated mixed-use area based development projects. Should have worked on GIS based platforms and should have experience in managing database linking with maps.

- 4.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>1</sup> stating its annual turnover during each 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.
- 4.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Proposal is signed by a partner or Director (on the Board of Directors) of the Applicant
- 4.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory Client 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.
- 4.2.6 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 Client 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.
- 4.2.7 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.

### 4.3 Conflict of Interest

- 4.3.1 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 Client shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 4.3.2 The Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Client’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 Client.
- 4.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, 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

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<sup>1</sup> No separate annual financial statements should be submitted.

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 4.3.3 (a), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. 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
  - ii. subject always to Sub-clause (i) 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 (ii) 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 Proposal 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 Proposal 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 Client 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 Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 4.3.4; 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 Applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(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 Applicant 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 section 4A of the Companies Act 1956. 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 a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 4.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof..

#### 4.4 Number of Proposals

No Applicant or its Associate shall submit more than one Proposal for the Consultancy. A Applicant applying individually or as an Associate shall not be entitled to submit another Proposal either individually or as a member of any consortium, as the case may be.

#### 4.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Client, Project site etc. The Client will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### 4.6 Visit to the Client and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.

#### 4.7 Acknowledgement by Applicant

4.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Client;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client or relating to any of the matters referred to in Clause 4.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 4.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

4.7.2 The Client shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

#### 4.8 Right to reject any or all Proposals

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

4.8.2 Without prejudice to the generality of Clause 4.8.1, the Client reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

## B. DOCUMENTS

## 4.9 Contents of the RFP

- 4.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 4.11:

### Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

### Schedules

1. Schedule 1 – Terms of Reference
2. Schedule 2 - Form of Agreement
  - Annex-1 : Terms of Reference
  - Annex-2 : Deployment of Personnel
  - Annex-3 : Estimate of Personnel Costs
  - Annex-4 : Approved Sub-consultant(s)
  - Annex-5 : Cost of Services
  - Annex-6 : Payment Schedule
  - Annex-7 : Bank Guarantee for Performance Security
3. Guidance Note on Conflict of Interest
4. Appendices

### APPENDIX-I: TECHNICAL PROPOSAL

- APPENDIX-I - FORM-1 – Letter of Submission of Technical Proposal
- APPENDIX-I - FORM-2 – Particulars of the Applicant
- APPENDIX-I - FORM-3 – Statement of Legal Capacity
- APPENDIX-I - FORM-4 – Power of Attorney
- APPENDIX-I - FORM-5 – Financial Capacity of the Applicant
- APPENDIX-I - FORM-6 – Description of Approach, Methodology and Work Plan
- APPENDIX-I – Form-7 – Team Composition, Assignment and Key Experts' Input
- APPENDIX-I - FORM-8 – Particulars of Key Personnel
- APPENDIX-I - FORM-9 – Abstract of Assignments of the Applicant
- APPENDIX-I - FORM-10 – Assignments of the Applicant
- APPENDIX-I - FORM-11 - Curriculum Vitae (CV) of Key Personnel

**Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....(Signature and name of the Authorised Signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel.
2. Each page of the CV shall be signed by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I - FORM-12 – Proposal for Sub-Consultant(s)

APPENDIX- I - FORM-13 - Declaration for Consortium Member

APPENDIX – I – FORM 14 - Consortium Agreement

**APPENDIX-II: FINANCIAL PROPOSAL**

APPENDIX-II - FORM-1 – Covering Letter

APPENDIX-II - FORM-2 – Summary of Costs

**4.10 Clarifications**

4.10.1 Applicants requiring any clarification on the RFP may send their queries to the Client via email before the date mentioned in the Schedule of Selection Process at Clause 2.8 and in the format specified in APPENDIX – III – PRE-BID QUERIES FORMAT. The email shall clearly bear the following identification:

**“Queries concerning RFP for Appointment of Consultant for Preparation of Town Planning Schemes for Retrofitting of the Areas of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project”**

The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on the website mentioned in Clause 2.4.

4.10.2 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.10 shall be construed as obliging the Client to respond to any question or to provide any clarification.

**4.11 Amendment of RFP**

4.11.1 At any time prior to the deadline for submission of Proposal, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

4.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

4.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may, in its sole discretion, extend the PDD.

**C. PREPARATION AND SUBMISSION OF PROPOSAL**

**4.12 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 document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an

accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

#### 4.13 Format and signing of Proposal

- 4.13.1 The Applicant shall provide all the information sought under this RFP. The Client would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 4.13.2 A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).
- 4.13.3 Applicants should note the PDD, as specified in Clause 2.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 4.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

#### 4.14 Technical Proposal

- 4.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- 4.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
  - a) The Bid Security is provided as per the provisions laid down at Clause 4.20;
  - b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - c) power of attorney, if applicable, is executed as per Applicable Laws;
  - d) CVs of all Key Personnel have been included;
  - e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 4.2.2 (D) of the RFP;
  - f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
  - g) the CVs have been recently signed and dated, by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
  - h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
  - i) Key Personnel proposed have good working knowledge of English and Hindi language;
  - j) Key Personnel would be available for the period indicated in the TOR;
  - k) no Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and
  - l) the proposal is responsive in terms of Clause 4.22.3.

- 4.14.3 Failure to comply with the requirements spelt out in this Clause 4.14 shall make the Proposal liable to be rejected.
- 4.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Client for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 4.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 4.14.6 The proposed team shall include experts and specialists (the “Key Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (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 at APPENDIX-I - FORM-11 - Curriculum Vitae (CV) of Key Personnel.

A Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant in

**Certification:**

- 3. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 4. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....(Signature and name of the Authorised Signatory of the Applicant)

**Notes:**

- 3. Use separate form for each Key Personnel.
- 4. Each page of the CV shall be signed by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.



- 4.14.7 APPENDIX-I - FORM-12 – Proposal for Sub-Consultant(s). A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 4.14.8 The Client 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 Client to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Client thereunder.
- 4.14.9 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 Client without the Client being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.
- 4.14.10 In such an event, the Client shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client.

#### 4.15 Financial Proposal

- 4.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy (Item F of Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 4.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, airfare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under

different items of the Financial Proposal except Service Tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

- (iii) Costs shall be expressed in INR.

#### 4.16 Submission of Proposal

4.16.1 The Applicants shall submit the Proposal on the website [www.mahatenders.gov.in](http://www.mahatenders.gov.in).

4.16.2 The completed Proposal must be submitted online at the web address mentioned in Clause 4.16.1 on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

4.16.3 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

#### 4.17 Proposal Due Date

4.17.1 Proposal should be submitted on the **PDD** specified at Clause 2.8 at the web address provided in Clause 4.16.1 in the manner and form as detailed in this RFP.

4.17.2 The Client may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 4.11 uniformly for all Applicants.

#### 4.18 Late Proposals

Proposals received by the Client after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

#### 4.19 Modification/ substitution/ withdrawal of Proposals

- 4.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Client prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 4.19.2 If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website.
- 4.19.3 Bids withdrawn shall not be opened and processed further.

#### 4.20 Bid Security

- 4.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000 (Rupees One Lakhs Only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Chief Executive Officer, Nagpur Smart and Sustainable City Development Corporation Limited (NSSCDCL) payable at Nagpur (the “Bid Security”), returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 4.25.1. The Bid Security of requisite amount stated can also be made by making online payment on the client’s website. If Bid security has been submitted through Demand draft, the scanned copy of the Demand Draft to be submitted online; or if bid security has been submitted by making online payment on the client’s web portal, the copy of the proof of submission of bid security online to be submitted in hard copy.
- 4.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Client as non-responsive.
- 4.20.3 The Client shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 4.20.4 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Client’s any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Client as the mutually agreed pre-estimated compensation and damage payable to the Client for, inter alia, the time, cost and effort of the Client in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
  - If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 4.25.1;
  - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 4.29 and 4.30 respectively; or
  - If the Applicant is found to have a Conflict of Interest as specified in Clause 4.3; and
  - If the selected Applicant commits a breach of the Agreement.

#### 4.21 Performance Security

- 4.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Client's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Client as the mutually agreed pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
  - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
  - (c) if the selected Applicant commits a breach of the Agreement
- 4.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

#### D. EVALUATION PROCESS

##### 4.22 Evaluation of Proposals

- 4.22.1 The Client shall open the Technical Proposals on the PDD, at the place specified in Clause 2.11.1 and in the presence of the Applicants who choose to attend. The "Financial Proposal" shall be opened at a later date.
- 4.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 4.19 shall not be opened.
- 4.22.3 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received in the form specified at Appendix-I;
  - b) it is received by the PDD including any extension thereof pursuant to Clause 4.17;
  - c) it is signed, sealed, and marked as stipulated in Clauses 4.13 and 4.16;
  - d) it is accompanied by the Power of Attorney as specified in Clause 4.2.4;
  - e) it contains all the information (complete in all respects) as requested in the RFP;
  - f) it does not contain any condition or qualification; and
  - g) it is not non-responsive in terms hereof.

- 4.22.4 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposals.
- 4.22.5 The Client shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 2.6 and the criteria set out in Section 3 of this RFP.
- 4.22.6 After the technical evaluation, the Client shall prepare a list of qualified Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Client will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 5.3 and 5.4.
- 4.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Client. Applicants shall be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 4.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

#### **4.23 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 Client in relation to matters arising out of, or concerning the Selection Process. The Client 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 Client 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 Client or as may be required by law or in connection with any legal process.

#### **4.24 Clarifications**

- 4.24.1 To facilitate evaluation of Proposals, the Client may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 4.24.2 If an Applicant does not provide clarifications sought under Clause 4.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Client.

### **E. APPOINTMENT OF CONSULTANT**

#### 4.25 Negotiations

- 4.25.1 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. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 5.2.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Client. In case the Selected Applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 4.25.2 The Client will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.
- 4.25.3 The Client 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 Client.

#### 4.26 Substitution of Key Personnel

- 4.26.1 The Client will not normally consider any request of the Selected Applicant for substitution of the Key Personnel as the ranking of the Applicant is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Decision of The Client in this regard will be final.
- 4.26.2 The Client expects the Key Personnel to be available during implementation of the Agreement. The Client will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client.
- 4.26.3 Notwithstanding Clauses 4.26.1 and 4.26.2, Applicants should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. Applicants are expected to propose only such a Team Leader who will be in a position to commit the time required for and be available for delivering the Consultancy in accordance with the Key Dates specified herein and in the Agreement.

#### 4.27 Indemnity

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

#### 4.28 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Client 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 Client may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

#### **4.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 2.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

#### **4.30 Commencement of Assignment**

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 4.29 or commence the assignment as specified herein, the Client 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.

#### **4.31 Proprietary data**

Subject to the provisions of Clause 4.23, all documents and other information provided by the Client or submitted by a Applicant to the Client shall remain or become the property of the Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Client 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 Client in relation to the Consultancy shall be the property of the Client.

## 5 CRITERIA FOR EVALUATION

### 5.1 Pre-qualification/Eligibility Criteria

5.1.1 In the first stage, an eligibility evaluation shall be undertaken.

5.1.2 Consulting Agencies participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
	Legal Entity	<p>The Bidder should be either of the following entities</p> <ol style="list-style-type: none"> <li>1. A company registered under Indian Companies Act, 1956 or as amended</li> <li>2. A partnership firm registered under Indian Partnership Act</li> <li>3. Reputed Educational Institutions like IITs/ SPA/CEPT etc.</li> <li>4. A Non-Government Organisation (NGO) registered under the Trust Act of any state or under the India Trusts Act, 1882 etc.</li> <li>5. A Society registered under the Societies Registration Act, 1860</li> </ol>	<p>Copy of valid Registration Certificates</p> <p>Copy of Certificates of incorporation</p>
	Financial: Turnover	<p>Average Annual Turnover of the bidder in India during last three financial years, i.e., from 2013-2014 to 2015-2016 (as per the last published audited balance sheets), should be INR 1 crore</p>	<p>Statutory Auditor's Certificate or CA Certificate with CA's Registration Number/ Seal</p>
	Technical Capability	<p>The bidder must have executed at least One (1) similar projects i.e. Town Planning Schemes, statutory Development/Master Plan or any other statutory Plan prepared under the Country/Town/Urban/Regional Planning legislation for area not less than 1 Sq. km in India or abroad in last ten years</p>	<p>Project Reference Format</p> <p>And</p> <p>Client Completion Certificates (WO/PO/Agreement etc.)</p> <p>OR</p> <p>Self- Completion Certificate signed by Authorized Signatory with counter sign by CA.</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
	Tax registration and clearance	The bidder should have a registered number of i. VAT/ CST where his business is located ii. Service Tax iii. Income Tax / Pan number.	Copies of relevant certificates of registration

5.1.3 The bidder must comply with the above-mentioned criteria. Non-compliance of any of the above criteria may result in the rejection of the bid. Purchaser reserves the right to verify/evaluate the documents submitted by the bidders as proof in support of the claims made for each of the above-mentioned criteria. The bids may be rejected in case of misinterpretation of proof.

## 5.2 Evaluation of Technical Proposals

5.2.1 In the second stage, the Technical Proposal will be evaluated based on Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals **score 70 points or more out of 100** shall be ranked as per score achieved by them, from highest to the lowest technical score (S<sub>T</sub>).

5.2.2 The Key Personnel should fulfil the below conditions:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on eligible assignments
Team Leader and Urban Management Expert	Bachelor’s Degree in Architecture or Engineering and a Master’s Degree in Urban Planning	Min. 15 years	He/She should have led the preparation of at least 5 town planning schemes or development plans prepared in accordance with the relevant planning legislation. Should have helped the Client in undertaking statutory consultations/owners meeting necessary for the preparation of the town planning schemes/statutory development plans. Should have also facilitated submission to government and coordinating the sanction of the plans from the Government.  Experience in Infrastructure siting & Planning and urban development project would be an advantage.

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on eligible assignments
Senior Planner	Master's Degree in Planning	10	He/She should have led the preparation of at least 5 town planning schemes or statutory development plans.
Senior Surveyor	Diploma or Bachelor's degree in Civil Engineering	10	He/She should have experience of DGPS/GPS, data collection, total station surveys. He/She should be able to work on field and can handle field administrative issues. Experience in survey work of Town Planning Schemes, Development Plans, Integrated Mixed-use Area based Development is preferable
Infrastructure Specialists (6 viz. water supply, sewerage, storm water drainage, roads, urban transport & affordable housing)	B.E. / B Tech in relevant discipline. Master's Degree would have an advantage	Min. 10 Years	He/She should have worked as an engineering expert for urban infrastructure projects like water supply, sewerage, solid waste management, urban transport, drainage, affordable housing, etc.
GIS & CAD Expert	Diploma or Degree in any stream	Min. 10 Years	He/She should have worked on preparation of GIS based maps and base maps for at least two development plans/town planning schemes/integrated mixed-use area based development projects. Should have worked on GIS based platforms and should have experience in managing database linking with maps.

5.2.3 The scoring criteria for evaluation shall be as follows.

<b>Sr. No.</b>	<b>Description</b>	<b>Maximum Marks</b>
1.	Experience of preparing at least 5 Town Planning Schemes / statutory Development Plans for area not less than 1 sq. km under each scheme: a. Experience of 1-2 projects – 05 marks b. Experience of 3-4 projects – 10 marks c. Experience of 5 or more projects – 20 marks	20
5.	Adequacy of the proposed project management and technical approach, work plan and methodology in response to the TOR describing: <ul style="list-style-type: none"> <li>● Project appreciation and methodology</li> <li>● Staffing Schedule</li> <li>● Work plan</li> </ul>	25
6.	Capability, Experience and Qualifications of key personnel	55
	a. Team Leader and Urban Planner	12
	b. Senior Urban Planner	10
	c. Senior Surveyor	10
	d. Infrastructure Expert (3 marks for each expert)	18
	e. GIS & CAD Expert	05
<b>Total</b>		<b>100</b>

The criteria for evaluation of the Key Personnel would be as follows:

- Meeting educational qualification requirement – 30%
- Relevant experience for execution of the assignment – 70%

### 5.3 Evaluation of Financial Proposal

- 5.3.1 In the third stage, the financial evaluation will be carried out as per this Clause 5.3. Each Financial Proposal will be assigned a Financial Score (SF) as specified in Clause 5.3.3.
- 5.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 5.3.3 The Client 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:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

### 5.4 Combined and Final Evaluation

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

$$S = S_T \times T_w + S_F \times F_w$$

Where,  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.8 and 0.2 respectively.

- 5.4.2 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 Clauses 4.25, 4.29 and 4.30, as the case may be.

## 6 FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2. Without prejudice to the rights of the Client under Clause 4.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising thereof, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, 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 consultant/ adviser of the Client in relation to any matter concerning the Project;
  - b) “**fraudulent practice**” means a misrepresentation or omission 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 persons or property to influence any person’s participation or action in the Selection Process;
  - d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Client 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.

## **7 PRE-PROPOSAL CONFERENCE**

- 5.1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Client, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an Client letter from the Applicant.
- 5.2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 8 MISCELLANEOUS

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Nagpur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Applicant in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; 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 Applicant.
- 6.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4. All documents and other information supplied by the Client or submitted by an Applicant shall remain or become, as the case may be, the property of the Client. The Client will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5. The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## SCHEDULES

## 9 SCHEDULE 1 – TERMS OF REFERENCE

### 9.1 Background

Nagpur is also known as the second Capital of the State of Maharashtra. Nagpur popularly known as “Orange City”, is the winter capital of Maharashtra state, located in the central part of India. In fact, it is the geographical center of India. The city is the third largest one in Maharashtra state following Mumbai and Pune. It is the 9th largest urban agglomeration in India and the largest city in Vidarbha Region. As per census 2011, the city has a population of 23, 98,165.

The MoUD selected Nagpur city as one of the Smart Cities in Round 2 of the selection cities. As part of the Smart City Proposal, retrofitting in 951 acres of Pardi-Bharatwada-Punapur in the eastern periphery of the city has been proposed. The retrofitting of 951 acres in Pardi-Bharatwada-Punapur aims to (a) make Nagpur a truly inclusive city by removing the dichotomous growth & (b) enhance the city’s profile by improving the quality of life in vulnerable areas to bring them at par with the rest of the city. By investing in capital improvement programme over the next five years, the proposal will improve the quality of life of residents & resolve the regularization quandary & land-use conflicts. This endeavour will result in-

- A Eco-friendly, inclusive & low impact carbon neutral neighborhood
- A walkable, well-connected mixed-use area with public realm investments visible in its pedestrian boulevards, public spaces & buildings.
- A replicable example of leveraging the convergence of riverfront development and public transport (metro) projects to influence urban form & create vibrant sub-centers.

This unique intervention will positively impact the quality of life of ~65,000 inhabitants. The retrofitting proposal focuses on the principle of integrated area based development using the Town Planning Scheme mechanism. To this end, the Nagpur Smart and Sustainable City Development Corporation Limited (NSSCDCL) intends to engage a Consultant to prepare a Town Planning Scheme in accordance with the Maharashtra Regional and Town Planning Act (MRTP Act).

Additional details of the area chosen for the Area Based Development proposal can be obtained from the Smart City Proposal of the Nagpur Municipal Corporation.

### 9.2 Scope of Work

The Consulting Agency shall undertake the following tasks until the submission of the Draft TPS for sanction of the State Government. NMC/SPV will monitor and approve all deliverables as per the scope of work laid out.

Post approval of the submitted TPS by the State Government, a TPO is appointed who then works with his team to finalize the preliminary and final TPS. Demarcation of the TPS can commence post approval of the preliminary TPS by the State Government.

Stage	Tasks
1.	<p><b>Finalisation and Demarcation of Area Boundary:</b></p> <p>The consultant will work with the Town Planning Department as well the zone/ward level officers to finalise and demarcate (on a map) the final boundary of the area for which the Town Planning Scheme is to be prepared.</p> <p>The demarcated area should largely follow the tentative boundaries earmarked in the Smart City Proposal.</p>
2.	<p><b>Undertake Physical Survey:</b></p> <p>The survey to be carried out using Total Station Survey Equipment should include the following features:</p> <ul style="list-style-type: none"> <li>• Existing roads, railway lines, canals, rivers, water bodies</li> <li>• Bunds, fences, compound walls, gates, bore wells.</li> <li>• All standing/built up structures</li> <li>• Trees, light poles, electricity lines, telephone lines</li> <li>• Site levels in a 10 m by 10 m grid</li> </ul> <p>(Note that this is not a complete list of features to be surveyed; the consultant will use their judgment to include all features consequential to the preparation of high quality Town Planning Scheme)</p>
3.	<p><b>Prepare Base Map and Area Statement:</b></p> <p>The Base Map should be prepared by reconciling the physical survey and the available land records – 7 x 12, property cards, village maps, 1:1000 sheets, LAQ sheets, pot-hissa sheets, gunthewari, ULC, layouts etc. This reconciliation will be done with reference to Revenue Land Records and in consultation with the Dy SLR and the NMC</p>
4.	<p><b>Frame the TPS Polices to deal with various land tenure conditions and Prepare Conceptual Plan:</b></p> <p>A clear set of policies and design principles will be framed and shared with the landowners. These will include – land appropriation, valuation, levy of charges, treatment of different tenures etc.</p> <p>The conceptual plan will include:</p> <ul style="list-style-type: none"> <li>• Road network and schematic street sections</li> <li>• Plot configuration / reconstitution</li> <li>• Location of amenity plots</li> <li>• Valuation</li> <li>• Schematic infrastructure design</li> </ul>

	<ul style="list-style-type: none"> <li>• Costing of the TPS</li> </ul> <p>Informal consultation with landowners along with NMC will be carried out during this stage to arrive at an acceptable policy and conceptual plan.</p>
5.	<p><b>Prepare for and Conduct the Owner’s Meeting:</b></p> <ul style="list-style-type: none"> <li>• Prepare the data sheet (Khasra numbers, Original Plot numbers, Final Plot numbers, areas and development charges) for the notices to be sent to the Owners.</li> <li>• Prepare the documents and presentation for the Owners Meeting</li> <li>• Assist NMC in conducting the Owners Meeting</li> </ul>
6.	<p><b>Prepare Documents for Publication Stage:</b></p> <ul style="list-style-type: none"> <li>• Review the objections and suggestion received after the Owners Meeting</li> <li>• Provide a statement of decisions to consider or disregard the objections and suggestions along with supporting rational and evidence.</li> <li>• Update the TPS drawings and documents</li> </ul>
7.	<ul style="list-style-type: none"> <li>• Prepare Documents for Submission to the State Government</li> <li>• Review the objections and suggestion received after the Publication</li> <li>• Provide a statement of decisions along with rational</li> <li>• Update the TPS drawings and documents</li> </ul>
8.	<p><b>Support NMC in complying with queries / modifications from State Government towards sanction of Draft TPS</b></p>

### 9.3 Deliverables

The following deliverables and timelines will be followed by the consultant:

#### List of Deliverables

Stage	Outputs	Deliverables
1	Physical Survey	<ul style="list-style-type: none"> <li>• Report on the Physical Survey to include the methodology followed and the outcomes.</li> <li>• Survey drawing at 1:4000 scale.</li> <li>• Two Hard Copies and Two Soft Copies on CD/DVD</li> </ul>
2	Base Map/Area Statement	<ul style="list-style-type: none"> <li>• Sheets for approval by Dy SLR</li> <li>• Three Hard Copies (a, b, c part) and Three Soft Copies on CD/DVD</li> </ul>
3	TPS Polices and Conceptual Plan	<ul style="list-style-type: none"> <li>• Report on the Conceptual Plan, TPS policy Statement along with drawings</li> </ul>

		<ul style="list-style-type: none"> <li>• Three Hard Copies and Three Soft Copies on CD/DVD</li> </ul>
4	<b>Owners Meeting</b>	<ul style="list-style-type: none"> <li>• TPS Volume for the Owners Meetings</li> <li>• Plan No. 2 and 3 at 1:2000 scale 3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>
5	<b>Publication</b>	<ul style="list-style-type: none"> <li>• TPS Volume for the Publication</li> <li>• 3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>
6	<b>Submission to the State Government</b>	<ul style="list-style-type: none"> <li>• TPS Volume for State Government</li> <li>• 3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>
7	<b>State Government modifications and submission for sanction</b>	<ul style="list-style-type: none"> <li>• Updated TPS Volume</li> <li>• Hard Copies 3 Soft Copies on CD/DVD</li> </ul>

#### 9.4 Time duration

The consultant has to adhere to the timelines specified in the MRTTP Act 1966. In case of delay in providing of approvals by NMC/SPV, the time periods will be extended on mutual agreement.

#### 9.5 Payments

The following payment schedule will be applicable:

Sr. No.	Activity	Deliverable (Reports/ Documents)	Payment Schedule
1.	Commencement / Mobilization	<ul style="list-style-type: none"> <li>• Contract Signing</li> <li>• Submission of Additional Bank Guarantee</li> </ul>	5% of the contract value
2.	Physical Survey	<ul style="list-style-type: none"> <li>• Report on the Physical Survey to include the methodology followed and the outcomes.</li> <li>• Survey drawing at 1:4000 scale.</li> <li>• Two Hard Copies and Two Soft Copies on CD/DVD</li> </ul>	10% of the contract value
3.	Base Map/Area Statement	<ul style="list-style-type: none"> <li>• Sheets for approval by Dy SLR. Three Hard Copies (a, b, c part)</li> <li>• Three Soft Copies on CD/DVD</li> </ul>	10% of the contract value
4.	TPS Policies and Conceptual Plan	<ul style="list-style-type: none"> <li>• Report on the Conceptual Plan, TPS policy Statement along with drawings</li> </ul>	10% of the contract value

Sr. No.	Activity	Deliverable (Reports/ Documents)	Payment Schedule
		<ul style="list-style-type: none"> <li>• Three Hard Copies and Three Soft Copies on CD/DVD</li> </ul>	
5.	Prepare Documents for the Owner's Meeting	<ul style="list-style-type: none"> <li>• TPS Volume for the Owners Meetings</li> <li>• Plan No. 2 and 3 at 1:2000 scale</li> <li>• 3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>	20% of the contract value
6.	Prepare Documents for Publication Stage	<ul style="list-style-type: none"> <li>• TPS Volume for the Publication</li> <li>• 3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>	10% of the contract value
7.	Prepare Documents for Submission to the State Government and Submission to State Government	<ul style="list-style-type: none"> <li>• TPS Volume for the Owners Meetings</li> <li>• Plan No. 2 and 3 at 1:2000 scale</li> <li>• 3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>	25% of the contract value
8.	Support the State Government in the process of review of the Draft TPS and upon Sanction of Draft Scheme	<ul style="list-style-type: none"> <li>• TPS Volume for the Publication</li> <li>• 3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>	10% of the contract value

**Note:** - Mobilization advance will be paid against bank guarantee only.

- The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the supplier/ selected bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

#### 9.6 Support to be provided by the Client

- Town Planning Officer appointed by the Government shall be the Nodal Officer to deal with all the statutory and administrative matters pertaining to the TPS.
- Town Planning Officer will assist the consultant to procure records and data from various departments.
- Town Planning Officer will coordinate with Dy SLR to depute surveyors and frame base map and area statement approval formats.
- Town Planning Officer shall dispatch notices in Marathi to owners.
- Town Planning Officer will help to organize the meeting with owners/occupiers.
- Municipal Commissioner will review and give a clearance in writing to prepare the draft scheme and submit it before the planning Client for its approval and submission to the State Government.
- The Client will facilitate data collection from various agencies as may be necessary for the purpose of providing the Consulting Services. However, it is expressly stated that the Consultant shall remain solely responsible for all data<sup>2</sup> collection and shall bear any costs associated with data collection.

#### 9.7 Reporting

The Consultant will work under the direct supervision of CEO, Nagpur Smart & Sustainable City Development Corporation Limited (NSSCDL), or a person appointed by the CEO.

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<sup>2</sup> Data includes, but is not limited to, satellite imagery, village maps, 7/12 abstracts from Talatis, Revenue Department Demarcation maps from DILR, Property cards from City Survey Department, District Standard Rate Book and any other data required, either in hard copy or in digital form, for the performance of the Consultancy Services.

## **10 SCHEDULE 2 – FORM OF AGREEMENT**

INSERT THE CONTRACT DOCUMENT HERE

## 11 Guidance Note on Conflict of Interest

9. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
10. 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.
11. 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:
  - (c) Authority and consultants:
    - (iv) Potential consultant should not be privy to information from the Authority which is not available to others.
    - (v) Potential consultant should not have defined the project when earlier working for the Authority.
    - (vi) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (d) Consultants and concessionaries/contractors:
    - (iv) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
    - (v) No consultant should be involved in owning or operating entities resulting from the project.
    - (vi) 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.

12. 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.
13. Another approach towards 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 experts 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 only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
14. 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.
15. 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.

16. 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.

## **12 APPENDIX – I – TECHNICAL PROPOSAL FORMATS**

## 12.1 APPENDIX-I - FORM-1 – Letter of Submission of Technical Proposal

(See Clause 4)

### TECHNICAL PROPOSAL

#### Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

\*\*\*\*\*

\*\*\*\*\*

Sub: Request for Proposal for Appointment of Consultant for Preparation of Town Planning Scheme for Retrofitting of the Areas of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project

Dear Sir,

With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of Consultant for Preparation for Retrofitting of the Areas Of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client;
  - b) I/We do not have any conflict of interest in accordance with Clause 4.3 of the RFP Document;
  - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal

- issued by or any agreement entered into with the Client 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 Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  7. I/We understand that you may cancel the Selection Process at any time and that you are bound neither to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 4.8 of the RFP document.
  8. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
  9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Client which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. 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.
  11. I/We further certify that no investigation by a regulatory Client is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Client [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
  13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
  14. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
  15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in APPENDIX-I - FORM-4 – Power of Attorney.
  16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at SCHEDULE 2 – FORM OF AGREEMENT of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  17. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Financial Expert in accordance with the provisions of the RFP and that the Project Manager shall be responsible for providing the agreed services himself and not through any other person or Associate.
  18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
  19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
  20. 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,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

## 12.2 APPENDIX-I - FORM-2 – Particulars of the Applicant

Sr. No.	Title of Consultancy:
1	Title of Project:
2	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
3	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address:  Year of Incorporation: Year of commencement of business: Principal place of business:  Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
4	If the Applicant is Lead Member of a consortium, state the following for each of the other

	<p>Member Firms: Name of Firm: Legal Status and country of incorporation Registered address and principal place of business.</p>
5	<p>For the Applicant, (in case of a consortium, for each Member), state the following information: In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India.</p> <p>Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public Client/ entity in last five years? Yes/No</p> <p>Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/ insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
6	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of .....</p>

### 12.3 APPENDIX-I - FORM-3 – Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

Sub: Request for Proposal for Appointment of Consultant for preparation of Town Planning Scheme for Retrofitting of the Areas of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal<sup>3</sup>), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

---

<sup>3</sup> Please strike out whichever is not applicable

For and on behalf of .....

12.4 APPENDIX-I - FORM-4 – Power of Attorney

Know all men by these presents, We, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) 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 against the ‘Request for Proposal for Appointment of Consultant for preparation of Town Planning Scheme for Retrofitting of the Areas of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project’ for implementation of Smart City Program, being implemented by the Nagpur Smart and Sustainable City Development Corporation Limited (the “Client”) including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

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

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

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
2.

Notarised

Accepted

.....

(Signature, name, designation 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*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. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

12.5 APPENDIX-I - FORM-5 – Financial Capacity of the Applicant

(Refer Clause 4.2.2 (B))

S. No.	Financial Year	Annual Turnover (Rs. in Million) <sup>4</sup>
1		
2		
3		

**Certificate from the Statutory Auditor<sup>5</sup>**

This is to certify that ..... (Name of the Applicant) has registered an annual turnover shown above against the respective years.

(Signature, name and designation of the authorised signatory)

Date: \_\_\_\_\_ Name and seal of the audit firm: \_\_\_\_\_

<sup>4</sup> In the event that the Applicant does not wish to disclose its Annual Turnover, it may state that it has received more than the amount specified in the aforesaid certificate.

<sup>5</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

## **12.6 APPENDIX-I - FORM-6 – Description of Approach, Methodology and Work Plan**

12.7 APPENDIX-I – Form-7 – Team Composition, Assignment and Key Experts’ Input

N <sup>o</sup>	Name	Expert’s input (in person days per month)								Total time-input		
		Position		M1	M 2	M 3	.....	Month.		Home	Field	Total
<b>KEY PERSONNEL / SECTOR EXPERTS / SUPPORT TEAM / OTHER STAFF</b>												
1	{e.g., Mr. aaaa}	[Team Leader]	[Home]	[2 days]	[10]	[14]						
			[Field]	[20]	[12]	[8]						
2												
3												
4.												
	<b>Subtotal</b>											

12.8 APPENDIX-I - FORM-8 – Particulars of Key Personnel

Particulars of Key Personnel<sup>6</sup>

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment	
					Name of the firm	Employed since
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Team Leader and Urban Planner					
2						
3						
4						

<sup>6</sup> The Support Personnel CVs will not be evaluated

12.9 APPENDIX-I - FORM-9 – Abstract of Assignments of the Applicant

Abstract of Assignments of the Applicant<sup>7</sup>

(Refer Clause 5.1)

S. No.	Name of the project	Name of the Client	Estimated Capital Cost of the project	Professional fee received by the Applicant (in Rs. Lakhs) <sup>8</sup>
(1) <sup>9</sup>	(2)	(3)	(4)	(5)

<sup>7</sup> The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

<sup>8</sup> In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

<sup>9</sup> The names and chronology of Assignments included here should conform to the project wise details submitted in Form-8 of Appendix-I.

## 12.10 APPENDIX-I - FORM-10 – Assignments of the Applicant

### Assignments of Applicant

(Refer Clause 5.2.3)

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore):	
Payment received by the Applicant as professional fees (in Rs. Lakhs) <sup>10</sup> :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.

<sup>10</sup> In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

12.11 APPENDIX-I - FORM-11 - Curriculum Vitae (CV) of Key Personnel

1	Proposed Position	:	
2	Name of Staff	:	
3	Name of Firm	:	
4	Date of Birth	:	Nationality
5	Years of Experience	:	
6	Key Qualifications	:	
7	Education	:	
8	Trainings	:	
9	Languages Known	:	
10	Presentations; Paper Submitted	:	
11	Countries of Work Experience	:	
12	Employment Record		
	From: Employer: Position Held:		
12	Awards & Achievements	:	
13	Detailed Tasks Assigned		Work Undertaken which Best Illustrates Capabilities for Similar Projects
			Name of assignment or project: Year: Location: Client: Positions held: Main project features: Activities performed:

**Certification:**

5. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
6. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place.....(Signature and name of the Authorised Signatory of the Applicant)

Notes:

5. Use separate form for each Key Personnel.
6. Each page of the CV shall be signed by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

12.12 APPENDIX-I - FORM-12 – Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted				
Person who will lead the Sub-Consultant				
Name:				
Designation:				
Telephone No:				
Email:				
Details of Firm's previous experience				
Name of Work	Name, Address and Telephone no of the client	Total Value of services performed	Duration of services	Date of completion of services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

Notes:

1. The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 10, 10A and 11 of Appendix –I.
2. Use separate form for each Sub-Consultant.

**12.13 APPENDIX- I - FORM-13 - Declaration for Consortium Member**

*(To be provided on the Company letter head)*

{Place}

{Date}

To,

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for  
\_\_\_\_\_

Dear Sir,

We confirm that our company or firm, \_\_\_\_\_, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Consortium Member)

Printed Name

Designation

**Seal Date:**

Place: Business Address:

## 12.14 APPENDIX – I – FORM 14 - Consortium Agreement

### DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

*[On Non-judicial stamp paper of INR 100 duly attested by notary public]*

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2015 at [Place] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS \_\_\_\_\_ has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in - \_\_\_\_\_:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to Bid for the "Request for Proposal for \_\_\_\_\_" as a Consortium.
  - b. Sign Contract in case of award.
  - c. Perform the services which would be ordered by the Purchaser pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Purchaser for "Request for Proposal \_\_\_\_\_" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Purchaser for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. \_\_\_\_\_ (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
  - a. To ensure the technical, commercial and administrative co-ordination of the work package
  - b. To lead the contract negotiations of the work package with the Purchaser.

- c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the Purchaser and the Parties to execute the Contract
  
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
  
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:  
  
Party A: \_\_\_\_\_  
Party B: \_\_\_\_\_
  
- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
  
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part)

(Party of the second part)

Witness:

i. \_\_\_\_\_

ii. \_\_\_\_\_

## **13 APPENDIX – II – FINANCIAL PROPOSAL FORMATS**

### 13.1 APPENDIX-II - FORM-1 – Covering Letter

#### FINANCIAL PROPOSAL

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

Subject: Request for Proposal for Appointment of Consultant for preparation of Town Planning Scheme for Retrofitting of the Areas of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project

I/We, ..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for Request for Proposal for Appointment of Consultant for preparation of Town Planning Scheme for Retrofitting of the Areas of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

### 13.2 APPENDIX-II - FORM-2 – Summary of Costs

(See Clause 4)

Financial Proposal

Sl. No.	Description	Per Acre Cost Including all taxes and incidental charges but excluding Service Tax (in. Rs.)	Per Acre Cost Service Tax (in. Rs.)	Total Quantity (In Acres)	Total Cost including all taxes and incidental charges (In Rs.)
1	2	3	4	5	6 = (3+4) * 5
1.	Preparation of Town Planning Scheme for Retrofitting of the Areas of Pardi-Bharatwada-Punapur identified as the Area Based Development Proposal under the Nagpur Smart City Project			951	

## 14 APPENDIX – III – PRE-BID QUERIES FORMAT

Name of the Company/Firm: \_\_\_\_\_

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

*Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.*

15 APPENDIX – IV – DRAFT AGREEMENT FORMAT

**AGREEMENT  
FOR  
APPOINTMENT OF  
CONSULTANT FOR PREPARATION OF TOWN  
PLANNING SCHEMES FOR RETROFITTING OF  
THE AREAS OF PARDI-BHARATWADA-  
PUNAPUR IDENTIFIED AS THE AREA BASED  
DEVELOPMENT PROPOSAL UNDER THE  
NAGPUR SMART CITY PROJECT**

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## AGREEMENT

### Appointment of Consultant for Preparation of Town Planning Schemes for Retrofitting of the Areas of Pardi-Bharatwada-Punapur Identified as the Area Based Development Proposal under the Nagpur Smart City Project

AGREEMENT No.....

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 2016, between, on the one hand, the Chief Executive Officer, Nagpur Smart and Sustainable City Development Corporation Limited (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- A. The Authority invited bids vide its RFP for Appointment of Consultant for Preparation of Town Planning Schemes for Retrofitting of the Areas of Pardi-Bharatwada-Punapur Identified as the Area Based Development Proposal under the Nagpur Smart City Project (hereinafter called the “**Consultancy**”) for provision of “Consultancy Services for Preparation of Town Planning Schemes for Retrofitting of the Areas of Pardi-Bharatwada-Punapur Identified as the Area Based Development Proposal under the Nagpur Smart City Project” (hereinafter called the “**Project**”);
- B. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “**LOA**”); and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## 1 GENERAL

### 1.1 Definitions and Interpretations

15.1.1 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) “**Agreement**” means this Agreement, together with all the Annexes;
- b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- c) “**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;

- 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 RFP;
- f) "Dispute" shall have the meaning set forth in Clause 9.2;
- g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- i) "Government" means the [Government of Karnataka];
- j) "INR, Re. or Rs." means Indian Rupees;
- k) "Member", in case the Consultant consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- l) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- n) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- o) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- p) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- q) "Sub-Consultant" means any entity to which the Consultant sub-contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- r) "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.

15.1.2 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 another would be as laid down below beginning from the highest priority to the lowest priority:

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

## 1.2 Relation between 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.

## 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 Nagpur 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 or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 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 \*\*\*\*\* may, if they are subsequently confirmed by sending a copy thereof by registered

- acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 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 [Delhi] it may send such notice by facsimile or e-mail 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 and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

## 1.8 Location

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

## 1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

## 1.10 Authorised Representatives

- 1.10.1 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 Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:
- Chief Executive Officer,  
Nagpur Smart and Sustainable City Development Corporation Limited,  
C/O. Nagpur Municipal Corporation,  
Civil Lines,  
Nagpur

Maharashtra

Tel: \*\*\*\*\* Fax: \*\*\*\*\* email: addlmcnmc@gmail.com

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

\*\*\*\*\*

\*\*\*\*\*

Tel: \*\*\*\*\*

Mobile: \*\*\*\*\*

Fax: \*\*\*\*\*

E-mail: \*\*\*\*\*

**1.11 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, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

### 2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### 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 to form 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

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7 Force Majeure

### 2.7.1 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

### 2.7.2 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.

### 2.7.3 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 fulfil 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 minimise the consequences of any event of Force Majeure.

### 2.7.4 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.

### 2.7.5 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 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.

### 2.7.6 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.

## 2.8 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 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

## 2.9 Termination of Agreement

### 2.9.1 By Authority

The Authority may, by not less than 15 (fifteen) 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 15 (fifteen) 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 9 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

#### 2.9.2 By the Consultant

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 Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) 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;
- c) 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
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 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 materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

#### 2.9.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 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):

- a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- b) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

#### 2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 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 9 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 Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at *Annexure – 1: Terms of Reference* 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.

##### 3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

##### 3.2.3 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.

#### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's 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.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have 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.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 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.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, 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, 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, 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;
- 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 Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. 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 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 wilful 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 Agreement Value set forth in Clause 6.1.2 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 specified in Clause 3.4.3 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 subject, however, to a limit equal to the Agreement Value.

### 3.5 Accounting, inspection and auditing

The Consultant shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc 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.

### **3.6 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 Key personnel as are not listed in *Annexure – 2: Deployment of Key Personnel*;
- 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 is specified in this Agreement.

### **3.7 Reporting obligations**

3.7.1 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.

### **3.8 Documents prepared by the Consultant to be property of the Authority**

3.8.1 All reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “Claims”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.9 Materials furnished by the Authority**

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

### **3.10 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### **3.11 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, 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 documents 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 Deployment of Personnel

- 4.2.1 The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in *Annexure – 2: Deployment of Key Personnel* of this Agreement. The cost of services are specified in *Annexure-4: Cost of Services* of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned *Annexure – 2: Deployment of Key Personnel* may be made by the Consultant by written notice to the Authority, provided that (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 30% (thirty per cent), and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

### 4.3 Approval of Personnel

- 4.3.1 The Key Personnel listed in *Annexure – 2: Deployment of Key Personnel* of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-11) 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 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

### 4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without

prejudice to the foregoing, substitution of any Key Personnel except the GIS & CAD Expert shall be permitted only upon reduction of 05% (five per cent) of the total agreement value specified.

The Consultant should specifically note that substitution of the Team Leader will not normally be considered during the implementation of the Agreement and may lead to disqualification of the Applicant or termination of the Agreement. The Team Leader must commit the time required for and be available for delivering the Consultancy in accordance with the terms specified herein.

#### **4.5 Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6 Team Leader and Project Manager**

The person designated as the Team Leader of the Consultant's Key Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate the Team Leader as the Project Manager (the "**Project Manager**") who shall be responsible for day-to-day performance of the Services.

#### **4.7 Sub-Consultants**

Sub-Consultants listed in *Annexure – 3: Approved Sub-Consultant(s)* of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

## 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
- c) 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 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services.

### 5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

The Authority shall reimburse the Service Tax to the Consultant.

### 5.4 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 PAYMENT TO THE CONSULTANT

### 6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in *Annexure-4: Cost of Services* of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. .... (Rs. ....).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 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.

### 6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) The Consultant shall be paid for its services as per the Payment Schedule at *Annexure-5: Payment Schedule* of this Agreement.
- b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable by the Authority as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. 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. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by

the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## 7 LIQUIDATED DAMAGES AND PENALTIES

### 7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value (the "Performance Security"). The Consultant shall furnish the same in form of a Bank Guarantee.

7.1.2 In addition to the aforementioned performance security, an additional performance bank guarantee of 5% (five per cent) of the Agreement Value needs to be submitted for seeking mobilisation advance. This 5% (five per cent) bank guarantee against mobilisation advance shall be returned to the Consultant on acceptance of completion of Physical Survey milestone.

### 7.2 Liquidated Damages

#### 7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

#### 7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall 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.

#### 7.2.3 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.

#### 7.2.4 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 debarment for a specified period may also be initiated as per policy of the Authority.

## **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 recognise 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 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## 9 SETTLEMENT OF DISPUTES

### 9.1 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.

### 9.2 Dispute resolution

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 9.3.

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.

### 9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Municipal Commissioner, Nagpur Municipal Corporation and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof 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 9.2 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 9.4.

## 9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. 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 Nagpur and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 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

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.

## 10 Annexure – 1: Terms of Reference

## 11 Annexure – 2: Deployment of Key Personnel

*(Refer Clause 4.2)*

(Reproduce as per Form-6 of Appendix-I)

12 Annexure – 3: Approved Sub-Consultant(s)

*(Refer Clause 4.7)*

(Reproduce as per Form-12 of Appendix-I)

### 13 Annexure-4: Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

## 14 Annexure-5: Payment Schedule

(Refer Clause 6.3)

Sr. No.	Activity	Deliverable (Reports/ Documents)	Payment Schedule
9.	Commencement / Mobilization	<ul style="list-style-type: none"> <li>Contract Signing</li> <li>Submission of Additional Bank Guarantee</li> </ul>	5% of the contract value
10.	Physical Survey	<ul style="list-style-type: none"> <li>Report on the Physical Survey to include the methodology followed and the outcomes.</li> <li>Survey drawing at 1:4000 scale.</li> <li>Two Hard Copies and Two Soft Copies on CD/DVD</li> </ul>	10% of the contract value
11.	Base Map/Area Statement	<ul style="list-style-type: none"> <li>Sheets for approval by Dy SLR. Three Hard Copies (a, b, c part)</li> <li>Three Soft Copies on CD/DVD</li> </ul>	10% of the contract value
12.	TPS Policies and Conceptual Plan	<ul style="list-style-type: none"> <li>Report on the Conceptual Plan, TPS policy Statement along with drawings</li> <li>Three Hard Copies and Three Soft Copies on CD/DVD</li> </ul>	10% of the contract value
13.	Prepare Documents for the Owner's Meeting	<ul style="list-style-type: none"> <li>TPS Volume for the Owners Meetings</li> <li>Plan No. 2 and 3 at 1:2000 scale</li> <li>3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>	20% of the contract value
14.	Prepare Documents for Publication Stage	<ul style="list-style-type: none"> <li>TPS Volume for the Publication</li> <li>3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>	10% of the contract value
15.	Prepare Documents for Submission to the State Government and Submission to State Government	<ul style="list-style-type: none"> <li>TPS Volume for the Owners Meetings</li> <li>Plan No. 2 and 3 at 1:2000 scale</li> <li>3 Hard Copies 3 Soft Copies on CD/DVD</li> </ul>	25% of the contract value

Sr. No.	Activity	Deliverable (Reports/ Documents)	Payment Schedule
16.	Support the State Government in the process of review of the Draft TPS and upon Sanction of Draft Scheme	<ul style="list-style-type: none"><li>• TPS Volume for the Publication</li><li>• 3 Hard Copies 3 Soft Copies on CD/DVD</li></ul>	10% of the contract value

## 15 Annexure-6: Bank Guarantee for Performance Security

(Refer Clause 7.1)

To

[The President of India /Governor of \*\*\*\*\*

acting through

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*]

In consideration of \*\*\*\*\* acting on behalf of the [President of India/Governor of \*\*\*\*\*] (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ....., having its office at ..... (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the “Agreement”) a Consultancy Services for Preparation of Town Planning Schemes for Retrofitting of the Areas of Pardi-Bharatwada-Punapur Identified as the Area Based Development Proposal under the Nagpur Smart City Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees .....) to the Authority for performance of the said Agreement.

1. We, ..... (hereinafter referred to as the “Bank”) at the request of the Consult- ant do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).
3. We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present

- being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.
4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
  5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
  6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
  7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
  8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* (Rupees \*\*\*\*\*) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 180 days after the Bid Due Date specified in the RFP for the Project)].

Dated, the ..... day of ..... 20

For .....

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank: