

GOVERNMENT OF KARNATAKA

**REQUEST FOR PROPOSALS
(RFP NO.KUIDFC/11/SCM/VCF/P1)**

FOR

**Selection of Consultants for providing Technical Assistance to
Selected Cities in generating revenue through Value Capture Financing
Tools for Smart City Development
[Package 1:- Belagavi, Davanagere & Hubballi-Dharwad]**

**Karnataka Urban Infrastructure Development and Finance
Corporation Ltd.**

**Nagarabhivruddi Bhavan, # 22, 17th 'F' Cross,
Old Madras Road, Indiranagar 2nd Stage,
Near BMTC Bus Depot,
Bengaluru – 560 038**

Phone: 080-25196124-129

Fax : 080-25196110

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SECTION 1. LETTER OF INVITATION

Bengaluru, 21.03.2017

- Karnataka Urban Infrastructure Development and Finance Corporation (KUIDFC) **invites proposals for Selection of Consultants for providing Technical Assistance to Selected Cities in generating revenue through Value Capture Financing Tools for Smart City Development, Package 1: Belagavi, Davanagere & Hubballi-Dharwad.** More details on the Services are provided in the attached Terms of Reference.

- The RFP is addressed to the following shortlisted consultants:

a) **CRISIL Risk and Infrastructure Solutions Ltd**

Shri Mohit Ganeriwala,
Director-Urban Practice,
Plot No.46, Sector 44, Opposite Provident Fund Office,
Gurgaon – 122 003.
Ph : 0124-6722472, Mob : 9899256372
Email : mohit.ganeriwala@crsil.com

b) **Deloitte Touche Tohmatsu India LLP**

Shri Pranavant, Partner,
7th floor, Building 10B, DLF Cyber City Complex,
DLF City Phase II,
Gurgaon – 122 002.
Ph : 0124-6792000/ 2363, Mob : 9873588906
Email : pranvantp@deloitte.com

c) **Knight Frank (I) Pvt. Ltd in joint venture with
PSP Financial Consultants Pvt. Ltd**

Shri Ajay Agarwal,
Director – Planning and Infrastructure,
1505-08, 15th floor, Tower B,
Signature Tower, South City-1,
Gurgaon - 122001.
Ph : 0124-4075030/34, Mob : 9599620019
Email : ajay.agrawal@in.knightfrank.com

- The Consultant will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.
- It is not permissible to transfer this invitation to any other firm.
- The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract.
- Please inform us, upon receipt:
 - That you received the letter of invitation; and
 - Whether you will submit a proposal alone or in association with other entity as Joint Venture with joint and several responsibilities.

Yours sincerely,

Sd/-

Managing Director

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet through **e-procurement platform**. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
 - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
 - 1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GoK/ Client's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GoK:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GoK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GoK of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GoK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK-financed contract; and
- (e) will have the right to require that, GoK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GoK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GoK in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. The amendment will appear on the web page of the website https://eproc.karnataka.gov.in/eprocurement/common/eproc_tenders_list.seam. Any addendum thus issued shall be part of the RFP documents and deemed to have been communicated to all the prospective Consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i. If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultant or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.
- ii. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
- iv. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
- v. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working

for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information. Bid will be treated Technically Non-Responsive if technical proposal includes any financial submission forms.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity. If financial forms under section 4 are not uploaded, the bid shall stand rejected.

3.7 Consultants shall express the price of their services in Indian Rupees in the e-procurement portal and the same shall be inclusive of all Taxes. However, in RFP Section 4, Form B the same shall be quoted exclusive of applicable taxes. For evaluation purpose the quote excluding applicable taxes will be considered.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals which also results in rejection of their Bid.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be uploaded in the e-procurement portal. The documents and details mentioned in clause 3 above shall be submitted online on website <https://eproc.karnataka.gov.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above.

4.2 The proposal under this contract is electronic proposal submission through website <https://eproc.karnataka.gov.in>. Detailed guidelines for viewing proposals and submission of online proposals are given on the website. The Invitation for Proposals is published on this website. Consultant can logon to this website and view the Invitation for Proposals and can view the scope of work for which proposals are invited. The prospective Consultant can submit proposals online; for this, the Consultant is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The Consultant should register in the web site <https://eproc.karnataka.gov.in>. After this, the Consultant can login the site through the secured login.

Note: The Client shall not be responsible for any technical issues pertaining to internet connectivity, browser compatibility and any other technical issues pertaining to e-procurement portal.

- 4.3 Consultants are requested to go through the RFPs carefully and submit the required information without exception, otherwise proposals will be rejected.
- 4.4 The completed proposal comprising documents indicated in clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the RFP document.
- 4.5 Proposals must be received by the Client on line not later than time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.
- 4.6 After the deadline for submission of Proposals, the Technical proposals will be opened immediately. The Financial Proposal of the successful Consultants only will be opened after completion of technical proposal evaluation.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (*St*). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the e-procurement portal.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful.
- 7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference	Description						
1.1	The name of the Client is: Karnataka Urban Infrastructure Development and Finance Corporation (KUIDFC) The method of selection is: Quality-and Cost-Based Selection (QCBS)						
1.2	A technical and a Financial Proposals are requested: Yes The name, objectives and description of the Assignment are: Selection of Consultants for providing Technical Assistance to Selected Cities in generating revenue through Value Capture Financing Tools for Smart City Development, Package 1: Belagavi, Davanagere & Hubballi-Dharwad. The objective is to provide technical assistance to Smart Cities for developing a Value Capture Finance (VCF) framework (including procedural, legal and institutional aspects), so as to effectively capture the additional land/ property value being generated through public investments made as a part of the implementation of the Smart Cities Mission						
1.3	The Assignment is phased: No						
1.4	A pre-proposal conference will be held: Yes Date: 31.3.17 Time: 11.30 am The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Address: Karnataka Urban Infrastructure Development & Finance Corpn. Ltd, Nagarabhavruddi Bhavan, No.22, 17 th 'F' Cross, Old Madras Road, Indiranagar 2 nd Stage, Near BMTC Bus Depot, Bengaluru - 560 038. Telephone 080- 25196124-129 Fax : 080-25196110 Email : info@kuidfc.com						
1.5	The Client will provide the following inputs: - Necessary assistance in coordinating with the Consultant for ensuring availability of existing data, records, reports etc.						
1.7.2	The Client envisages the need for continuity for downstream work: No						
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.						
2.1	Clarifications may be requested upto one day prior to pre-proposal conference						
3.1	Proposals should be submitted in the following language(s): English (i) Shortlisted consultant may associate with other shortlisted consultant: No (ii) The estimated number of key professional staff months required for the assignment is: 24 staff months (4 key professional staff for 6 months) (iii) The minimum required experience of proposed key professional staff is: <table border="1" data-bbox="435 1577 1386 1829"> <tbody> <tr> <td>Team Leader</td> <td>Post Graduate in Commerce/ CA/ Economics or equivalent or MBA Finance from an Institute of Repute</td> <td>15 years' experience in Urban Finance and Taxation. Having worked in at least 5 projects in Urban Finance and Taxation out of which as Team Leader in at least 2 projects.</td> </tr> <tr> <td>Urban Taxation Expert</td> <td>CA/ Cost Accountant/ MBA or Post Graduate in Commerce/ Economics</td> <td>At least 7 years experience in Urban Finance and Taxation with having worked in at least 2 similar projects.</td> </tr> </tbody> </table>	Team Leader	Post Graduate in Commerce/ CA/ Economics or equivalent or MBA Finance from an Institute of Repute	15 years' experience in Urban Finance and Taxation. Having worked in at least 5 projects in Urban Finance and Taxation out of which as Team Leader in at least 2 projects.	Urban Taxation Expert	CA/ Cost Accountant/ MBA or Post Graduate in Commerce/ Economics	At least 7 years experience in Urban Finance and Taxation with having worked in at least 2 similar projects.
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5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td>10</td> </tr> <tr> <td></td> <td>Total points for criterion (i)</td> <td>10</td> </tr> <tr> <td>(ii)</td> <td>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</td> <td>50</td> </tr> <tr> <td>(a)</td> <td><i>Technical approach and Methodology</i></td> <td>30</td> </tr> <tr> <td>(b)</td> <td><i>Work Plan</i></td> <td>10</td> </tr> <tr> <td>(c)</td> <td><i>Organisation and staffing</i></td> <td>10</td> </tr> <tr> <td></td> <td>Total points for criterion (ii) –50 points <i>{Notes to Consultant: The client will assess whether the proposed methodology is clear, responds to the TOR and leads to achieving results. The work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts The consultant shall also clearly define methodology to achieve the milestones envisaged in the TOR }</i></td> <td></td> </tr> <tr> <td>(iii)</td> <td>Key Experts' qualifications and competence for the Assignment</td> <td>40</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Position</th> <th>Total points</th> </tr> </thead> <tbody> <tr> <td>Team leader</td> <td>12</td> </tr> <tr> <td>Urban Taxation Expert</td> <td>10</td> </tr> <tr> <td>Legal Expert</td> <td>10</td> </tr> <tr> <td>Urban Planner</td> <td>8</td> </tr> <tr> <td>Total</td> <td>40</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p>		Description	Points	(i)	Specific experience of the Consultant (as a firm) relevant to the Assignment:	10		Total points for criterion (i)	10	(ii)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	50	(a)	<i>Technical approach and Methodology</i>	30	(b)	<i>Work Plan</i>	10	(c)	<i>Organisation and staffing</i>	10		Total points for criterion (ii) –50 points <i>{Notes to Consultant: The client will assess whether the proposed methodology is clear, responds to the TOR and leads to achieving results. The work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts The consultant shall also clearly define methodology to achieve the milestones envisaged in the TOR }</i>		(iii)	Key Experts' qualifications and competence for the Assignment	40	Position	Total points	Team leader	12	Urban Taxation Expert	10	Legal Expert	10	Urban Planner	8	Total	40
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Total	40																																							

	<p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80%</p> <p>Total points for the three criteria : 100</p> <p>The minimum technical score (St) required to pass is:75 (seventy five) points</p>
5.8	<p>The formula for determining the financial scores is the following: $[Sf = 100 \times Fm/F]$, in which <i>Sf</i> is the financial score, <i>Fm</i> is the lowest price, and <i>F</i> the price of the proposal under consideration]</p> <p>The weights given to the Technical and Financial Proposals are : T= 0.75 and P= 0.25</p>
6.1	<p>The address for negotiations is: Karnataka Urban Infrastructure Development & Finance Corpn. Ltd, Nagarabhavruddi Bhavan, No.22, 17th 'F' Cross, Old Madras Road, Indiranagar 2nd Stage, Near BMTc Bus Depot, Bengaluru - 560 038.</p>
7.2	<p>The Assignment is expected to commence on [Month, Year] at [Location]: Tentative Date: Within 7 days of signing of agreement</p>

Note : Support Staff Such as office manager, analyst, data entry operator etc. shall be deployed by the Consultant as per the requirement of the assignment. The requirement and Remuneration of the support staff shall be included in the financial proposal by the Consultant. The CVs of the support staff shall not be submitted along with the proposal & shall not be evaluated for technical evaluation.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of Curriculum Vitae of proposed key professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Bengaluru, *Date*]

FROM: (Name of Consultant)

TO: Karnataka Urban Infrastructure Development and Finance Corporation Ltd.

Nagarabhivruddi Bhavan, # 22, 17th 'F' Cross,
Old Madras Road, Indiranagar 2nd Stage,
Near BMTC Bus Depot,
Bengaluru – 560 038

Madam/ Sir

Subject: Selection of Consultants for providing Technical Assistance to Selected Cities in generating revenue through Value Capture Financing Tools for Smart City Development, Package 1: Belagavi, Davangere & Hubballi-Dharwad -Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal through e-procurement.

We are submitting our Proposal in association with: *Insert a list with full name and address of each joint venture partner*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

3B. CONSULTANT'S REFERENCES

**Relevant Services Carried Out in the Last Ten Years
That Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.
- 5.

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology and work plan are the key components of the Technical Proposal. You shall present your Technical Proposal (maximum of 10 pages, inclusive of charts and diagrams) divided into the following three chapters;

- a) Technical Approach and Methodology
- b) Work Plan,
- c) Key Professional and Necessary Support Staff deployment Schedule

a) *Technical Approach and Methodology*

In this chapter the bidder should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Proposed technical approach & methodology should be tailored made to the assignment. The bidder should highlight the critical areas and explain how the problems will be addressed and the technical approach that would be followed for the same.

The bidder shall also indicate the ways to implement the same by using state-of-the art technologies.

b) *Work Plan*

In this chapter the bidder should propose the main activities of the assignment, their content and duration, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8. Consultant shall identify the Critical path and suggest measures to ensure that there will be no delays in the list of activities identified under the critical path.

c) *Key Professional and Necessary Support Staff deployment Schedule*

In this chapter the bidder should propose the structure and composition of Consultant's team. Consultant shall also list the main disciplines of the assignment, the key professionals responsible and proposed support personnel.

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key professional/ Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

2. Support Staff

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
..			
..			

**3F. FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED KEY PROFESSIONAL STAFF**

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

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

_____ **Date:** _____
[Signature of staff member and authorized representative of the Consultant] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ <i>[1st, 2nd, etc. are months from the start of assignment]</i>											
Sl. No.	Item of Activity (Work)	1 st	2nd	3rd	4th	5th	6 th	7th	8th	9th	10th	11th	12th

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

** Modify as required for the Assignment.*

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Bengaluru, *Date*]

FROM: (Name of Consultant)

TO: Karnataka Urban Infrastructure Development and Finance Corporation Ltd.

Nagarabhivruddi Bhavan, # 22, 17th 'F' Cross,
Old Madras Road, Indiranagar 2nd Stage,
Near BMTD Bus Depot,
Bengaluru – 560 038

Madam/ Sir:

Subject: Selection of Consultants for providing Technical Assistance to Selected Cities in generating revenue through Value Capture Financing Tools for Smart City Development, Package 1: Belagavi, Davanagere & Hubballi- Dharwad - Financial Proposal

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial Proposal is for the sum of[*Amount in words and figures*] inclusive of all taxes and the sum of[*Amount in words and figures*] exclusive of service taxes. ***In the event there is a difference between the quoted amount in the e-procurement portal and the RFP, the amount quoted in the RFP Section 4, 4B shall prevail.***

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	
	Consultancy Services Tax	
	TOTAL COSTS (Including Service Tax)	

The above quote shall include all the taxes, duties, fees, levies and other impositions likely to be levied under the existing, amended or enacted laws during life of this contract except Service Tax.

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C. BREAKDOWN OF COSTS (RS)**I REMUNERATION FOR STAFF**

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	<u>Sub-Key professional staff</u>				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1					
2					
3					
4					
				Total :	

* Provide the breakup of the rates to show the basic salary, social costs and overhead.

III Transportation (Details to be Provided)

Total:

IV. Duty Travel to Site (Details to be Provided)

Total:

V Office Rent (Details to be Provided)

Total:

VI. Office Supplies, Utilities and Communication(Details to be Provided)

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : -----

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Details to be Provided)

No.	Description(*)	Unit	Quantity	Rate ()	Amount ()
1	<u>Office Furniture (Purchase)</u>				
2					
3					
4					
5					
6					
1	<u>Office Equipment (Purchase)*</u>				
2					
3					
4					
5					
6					
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IX. Surveys & Other cost (if any)*

* Prepare details as appropriate for the consultancy assignment

SECTION 5: TERMS OF REFERENCE

5.1 Background

- a) The Ministry of Urban Development (MoUD), Government of India has rolled “Smart City” Mission and “AMRUT” missions.
- b) One of the strategic components of the SCM is ‘Area-based Development (ABD)’ - developing specific ‘areas’ within cities through renewal, redevelopment and green field development strategies. In turn, these can be replicated and scaled up to the rest of the city over time. In order to replicate the ABD to other ‘Areas’ of the Smart City substantial funding from other sources will be required.
- c) The 20 Lighthouse cities have broadly identified six financing sources for meeting their implementation needs: mission grants, convergence with other missions, own source revenues, public private partnerships, market borrowing and others (e.g. CSR funds). One less used internal revenue source is Land. Land value appreciates due to regulatory changes and investments in public goods infrastructure. Such increases in value can be captured by the Governments through various Value Capture Financing tools. Such tools if implemented can generate substantial internal resources for ULBs. In this connection, the MoUD in 2013 had got a Study done on land based fiscal tools to generate additional fund resources. The report is available on the following link http://jnnurm.nic.in/wp-content/uploads/2014/09/Final-Report-LBFT_28Aug2014.pdf.
- d) Also, the MoUD in Feb’ 2017, had prepared a Value Capture Finance Framework to help the State Governments/ Cities in their endeavour to mobilize additional resources.

5.2 Objective of Assignment

The objective of this assignment is to provide technical assistance to Smart Cities for developing a Value Capture Finance (VCF) framework (including procedural, legal and institutional aspects), so as to effectively capture the additional land/ property value being generated through public investments made as a part of the implementation of the Smart Cities Mission.

5.3 Scope of Services

The Scope of Work is broadly defined as under:

The Consultant will perform broadly the following tasks to achieve the objective of the assignment:

The broad scope of work will include:

- The Consulting Firm will carry out the following activities:
 1. Study the MoUD report on land based fiscal tools and other reports.
 2. Assess the existing VCF tools in the State and identify areas where VCF can be applied in following scenarios:
 - Coverage: Extending existing value capture tool from other parts of the State to the Smart City;
 - Maximize Revenues: By changing existing rate structure in value capture tools of the State to enhance revenues.

- Scope: Compare with other States/Countries. Examine their relevance and appropriateness to the State/Smart City.
 - Apply small changes to existing VCF methods leading to big increase in revenues;
 - Identify new VCF tools leading to large revenue enhancement in the State in the short term and long term, especially in the Smart City.
 - Others
3. For each of the selected methods provide technical assistance to customize the VCF methods for the State and its ULBs. This will include preparation of legal/executive orders, amendments to regulations/rules, contract agreement etc. to enable quick roll-out of VCF methods.
 4. For each of these suggested VCF tools, the Consulting Firm will provide a Cost Benefit Analysis.

Instrument Name		
	Area Based Development	City Wide
Existing Status		
Potential value		
Efficiency		
Equity		
Adequacy		
Manageability		
Legal Feasibility		
Timelines (Short, Medium, Long)		
General Remarks		

5. For each of these suggested VCF tools, develop draft contract agreements, draft government orders etc. for implementing the proposed VCF tools.
6. For each of the suggested VCF tools, develop a standard contractual agreement/ memorandum of understanding between state, ULB and parastatals involved in order to have stability in revenue sharing arrangements.
7. For each of the suggested VCF tools, the Consulting Firm will provide handholding support for implementation of the interventions, and also support in implementing changes in laws, government orders, bye laws, etc.
8. The Consulting Firm will also broadly study projects/modules/packages in the Smart City Proposals and recommend most appropriate VCF method(s) for the project which may be incorporated in the Detailed Project Reports and Financial Operation Plan of that project by the Smart City SPV.

5.4 Outputs and Deliverables

The Deliverables for this assignment will necessarily have to be provided within the stipulated times, and in terms of the details as provided in this document. This is important in the context of demonstrability of the effectiveness of changes suggested and made within timelines considered affordable by ULB.

5.4.1 Outputs

No	Deliverable	Time Line	Contents
1.	Inception Report	Two weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Brief Work Plan Study of MoUD report on land based fiscal tools and other reports.
2.	Draft Report 1	10 Weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Assessment of existing VCF methods – potential, cost-benefit analysis and analytical framework. Based on the analysis of the existing report on Land Based Fiscal Tools, identify the most appropriate tool(s) applicable to a State/City. Stakeholder consultation Development of Value Capture Finance (VCF) framework. Identification of clauses to be amended at State/ULB level Draft amendment in Acts, Regulations, Bye-laws Draft Contractual Agreements, MOUs between State/Parastatal/ULBs Development of a scale up plan Presentation of plan to state, ULB and SPV officials Short Term and Medium Term implementation plan Presentation at KUIDFC
3	Draft Report 2	11 Weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Long Term implementation Plan Presentation at KUIDFC
4	Final Report	Twelve Weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Final report including all deliverables and incorporating changes indicated by State/ ULB/ SPV officials during draft stage

No	Deliverable	Time Line	Contents
5	Handholding Support	For Three months (12 weeks) after acceptance of Final Report in consultation with State/ULB	<ul style="list-style-type: none"> Submission of monthly progress report.

5.4.2 Expertise and inputs of Key Professionals

The Consulting firm shall provide adequate staff with appropriate qualifications and experience to undertake the works described in the ToR in given time for all cities. Consultants shall propose separate teams for carrying out the assignment considering one team for each city.

The Key professionals required for the assignment with desirable qualifications are:

Team Leader	Post Graduate in Commerce/ CA/ Economics or equivalent or MBA Finance from an Institute of Repute	15 years' experience in Urban Finance and Taxation. Having worked in at least 5 projects in Urban Finance and Taxation out of which as Team Leader in at least 2 projects.
Urban Taxation Expert	CA/ Cost Accountant/ MBA or Post Graduate in Commerce/ Economics	At least 7 years' experience in Urban Finance and Taxation with having worked in at least 2 similar projects.
Urban Planner	Graduate in Urban Planning	At least 7 years' experience in Urban Planning and having experience of having worked in at least 2 projects related to redevelopment.
Legal Expert	Law Graduate	At least 7 years' experience. Should have good knowledge of State/Municipal Rules and has worked in at least 2 assignments relating to drafting/amendments in State/Municipal Rules etc.

5.4.3 Other Staff:

The Consultant may propose appropriate support staff as necessary for smooth and timely completion of the assignments.

5.5 TA management and counterpart staff

The State through KUIDFC will monitor the implementation in the cities.

The person in charge of the counterpart support (hereinafter called the "Nodal Officer –Value Capture Funding tools (VCF Support)") from the ULB side. Each of the ULB will nominate a Nodal Officer. Other support staff will include officers from the Accounts department and other departments.

Consultant will be responsible to:

- a. arrange for all transportation and travelling required for the TA;
- b. arrange its own communication, data processing, and printing equipment and necessary stationeries for objectives; and
- c. Arrange for any training material, printouts, etc. required for introducing successful implementation of the assignment.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 201____, between, on the one hand, _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____(hereinafter called the "Consultants.")"]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	-----
Appendix D:	Services and Facilities to be provided by the Client	_____
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

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

2.5 Force Majeure

2.6 Definition

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

2.7 No Breach of Contract

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

2.8 Extension of Time

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

2.9 Payments

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

2.10 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.11 Termination

2.12 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.13 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.14 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

2.15 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.16 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their 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 methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2 Conflict of Interests

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

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

3.4 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.5 Consultants and Affiliates Not to engage in certain Activities

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

3.6 Prohibition of Conflicting Activities

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

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

3.7 Confidentiality

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

3.8 Insurance to Be Taken out by the Consultants

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

3.9 Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services, 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 Client prior to the execution of the subcontract, and
 - (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the SC.

3.10 Reporting Obligations

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

3.11 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and

software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.12 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) 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;
- (b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix

A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

III. SPECIAL CONDITIONS OF CONTRACT

No. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (h)	The Member in Charge is General Manager (Urban Affairs)
1.4.1	<p>The addresses are: Karnataka Urban Infrastructure Development & Finance Corpn. Ltd, Nagarabhavruddi Bhavan, No.22, 17th 'F' Cross, Old Madras Road, Indiranagar 2nd Stage, Near BMTC Bus Depot, Bengaluru - 560 038. Telephone : 080- 25196124-129 Fax : 080-25196110 Email : info@kuidfc.com</p> <p style="text-align: right;">Consultants : _____ _____ _____ Attention : _____ Telex : _____ Facsimile : _____ E-mail : _____</p>
1.4.2	<p>Notice shall be deemed to be effective as follows:</p> <p>(a) in the case of personal delivery or registered mail, on delivery;</p> <p>(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;</p> <p>(c) in the case of telegrams, 24 hours following confirmed transmission; and in the case of facsimiles, 24 hours following confirmed transmission;</p> <p>(a) The Authorized Representatives are:</p> <p style="text-align: right;">For the Client : General Manager (Urban Affairs)</p> <p style="text-align: right;">For the Consultant : _____</p>
1.7.1	The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
1.7.2	However the Consultancy Service tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.
2.1	The date on which this Contract shall come into effect is : <i>On the date of signing of agreement.</i>
2.2	The time period shall be 7 days.
2.3	The period shall be 6 months from the date of signing of agreement.
3.4	<p>The risks and the coverages shall be:</p> <p>(1) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;</p>

	<p>(2) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and</p> <p>(3) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.</p>
3.5 (c)	The other actions are – refer Appendix A
3.7	The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	<i>Nil</i>
6.2	The amount of Contract is Rs..... (exclusive of service tax)
6.4	The account is :..... Payments shall be made according to Appendix-E.
6.5	Payment shall be made within <u>45</u> days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within <u>60</u> days in the case of the final payment. The interest rate is 5% per annum
7.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>All disputes arising out of or in connection with this Contract, shall be finally referred to the MD, KUIDFC, Bengaluru. Upon such reference, the KUIDFC shall attempt to amicably resolve the Dispute within 60 (Sixty) days. If the dispute is not settled, the first appeal shall lie with the Secretary, Urban Development Department (UDD), Government of Karnataka (GoK). The decision of Secretary, UDD shall be binding on either Party.</p> <p>If the Dispute is not settled within 60 (Sixty) days from the date of reference to Secretary, UDD or 120 (One Hundred Twenty) days from the first reference to the KUIDFC , either Party may refer the dispute to the Court of law in accordance with the provisions of Clause 7.3.</p>

IV. APPENDICES

Appendix A: Description of the Services

As detailed in Terms of Reference

Appendix B: Reporting Requirements

The following outputs are expected to be delivered;

No	Deliverable	Time Line	Contents
1.	Inception Report	Two weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Brief Work Plan Study of MoUD report on land based fiscal tools and other reports.
2.	Draft Report 1	10 Weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Assessment of existing VCF methods – potential, cost-benefit analysis and analytical framework. Based on the analysis of the existing report on Land Based Fiscal Tools, identify the most appropriate tool(s) applicable to a State/City. Stakeholder consultation Development of Value Capture Finance (VCF) framework. Identification of clauses to be amended at State/ULB level Draft amendment in Acts, Regulations, Bye-laws Draft Contractual Agreements, MOUs between State/Parastatal/ULBs Development of a scale up plan Presentation of plan to state, ULB and SPV officials Short Term and Medium Term implementation plan Presentation at KUIDFC
3	Draft Report 2	11 Weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Long Term implementation Plan Presentation at KUIDFC
4	Final Report	12 Weeks from the date of commencement of assignment	<ul style="list-style-type: none"> Final report including all deliverables and incorporating changes indicated by State/ ULB/ SPV officials during draft stage
5	Handholding Support	For Three months (12 weeks) after acceptance of Final Report in consultation with State/ULB	<ul style="list-style-type: none"> Submission of monthly progress report.

Appendix C: Key Personnel and Sub-consultants

Key Personnel

Team Leader	Post Graduate in Commerce/ CA/ Economics or equivalent or MBA Finance from an Institute of Repute	15 years' experience in Urban Finance and Taxation. Having worked in at least 5 projects in Urban Finance and Taxation out of which as Team Leader in at least 2 projects.
Urban Taxation Expert	CA/ Cost Accountant/ MBA or Post Graduate in Commerce/ Economics	At least 7 years experience in Urban Finance and Taxation with having worked in at least 2 similar projects.
Urban Planner	Graduate in Urban Planning	At least 7 years' experience in Urban Planning and having experience of having worked in at least 2 projects related to redevelopment.
Legal Expert	Law Graduate	At least 7 years' experience. Should have good knowledge of State/Municipal Rules and has worked in at least 2 assignments relating to drafting/amendments in State/Municipal Rules etc.

Note :Support Staff such as office manager, analyst, data entry operator etc. shall be deployed by the Consultant as per the requirement of the assignment. The requirement and Remuneration of the support staff shall be included in the financial proposal by the Consultant. The CVs of the support staff shall not be submitted along with the proposal & shall not be evaluated for technical evaluation.

Appendix D: Services and Facilities to be provided by the Client

As detailed in Terms of Reference

Appendix E: Breakdown of Contract Price in Indian Rupees**The payment schedule:**

- a) Ten percent (10%) of the contract price i.e. [insert amount in Rs.] will be paid after acceptance/ approval of **Inception Report**:
- b) Twenty percent (20%) of the contract price i.e. [insert amount in Rs.] will be paid after acceptance/ approval of **Draft Report 1** .
- c) Twenty percent (20%) of contract price i.e. [insert amount in Rs.] will be paid after acceptance/ approval of **Draft Report 2**.
- d) Twenty percent (20%) of contract price i.e. [insert amount in Rs.] will be paid after acceptance/ approval of Final Report.
- e) Ten percent (10%) of contract price i.e. [insert amount in Rs.] will be paid after acceptance/ approval of Handholding Progress Report for the 1st month (04 weeks after acceptance/ approval of the Final report).
- f) Ten percent (10%) of contract price i.e. [insert amount in Rs.] will be paid after acceptance/ approval of Handholding Progress Report for the 2nd month (08 weeks after acceptance/ approval of the Final report)
- g) Ten percent (10%) of contract price i.e. [insert amount in Rs.] will be paid after acceptance/ approval of Handholding Progress Report for the 3rd month (12 weeks after acceptance/ approval of the Final report)

Advance Payment :

The following provisions shall apply to the advance payment and the advance payment guarantee:

- (1) An advance payment 10% of the contract cost shall be made within 30 days after the effective date of contract. The advance payment will be set off by the Client in equal instalments against the deliverable of the services until the advance payment has been fully set off through first three deliverable payments of the Consultant.
- (2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.
- (3) The bank guarantee will be released when the advance payment has been fully set off.

Appendix F: Form of Bank Guarantee for Advance Payments
(Reference SC Clause 6.4 of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19 _____ at _____

WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of
Attorney No. _____ Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India