

REQUEST FOR PROPOSAL

For

“MOBILITY STUDY FOR MAHAKAAL RUDRASAGAR INTEGRATED DEVELOPMENT APPROACH (MRIDA) IN UJJAIN, INDIA”

June 2020



Ujjain Smart City Limited (USCL)

Mela Office, Kothi Road, Ujjain, Madhya Pradesh- 456010

NIT No. USCL/29

Ujjain, Date:- 06/06/2020

Tender ID: - 2020_UAD_92685_1

1 INTRODUCTION

1.1 Background

Ujjain has been selected as one of the 100 smart cities in India under the flagship Smart City Mission of MoHUA. A grant of 1000 Cr will be given to the USCL over a period of 5 years for development of smart city. The Smart City Proposal (SCP) of Ujjain secured 3rd position in the country in Smart City Challenge round 2. The SCP was prepared by rigorous citizen consultation and the area identified as smart city area, or the ABD area, was also selected by citizen polling and opinion. The smart city area under this mission Ujjain has identified comprises 1023 acres out of which 30% area comprises of Shri Mahakaleshwar Temple (Mahakaal) and its surrounding areas as the corner stone project. USCL has developed a comprehensive master plan for this area and named it as Mahakaal Rudrasagar Integrated Development Approach (MRIDA). The development of MRIDA is further divided in 2 phases. Phase 1 of MRIDA is already awarded and under construction. Phase 2 of MRIDA is initiated through funding and assistance under CITIIS Program.

CITIIS (City Investments To Innovate, Integrate and Sustain) is the main component of the 'Program to fund Smart City projects through a Challenge Process' launched by the Ministry of Housing and Urban Affairs (MoHUA) in July 2018. CITIIS is financed by the French Development Agency (AFD) and the European Union (EU). Under the CITIIS component, 15 projects were selected across 100 smart cities, one of which is phase 2 of MRIDA. Under CITIIS, USCL will be provided financial assistance in the form of grant and technical support in the form of tailor-made mentorship (expertise), over a period of three years.

1.2 Request for Proposals

The Ujjain Smart City Limited (the "Authority") invites proposals (the "Proposals") for selection of agency (the "Agency") for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain in conformity with the TOR (collectively the "Assignment").

The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries (through mail) to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be downloaded from the website of www.mptenders.gov.in. However, the bids of only those Applicant shall be considered for evaluation who have made online payment of Rs 2,000/- (Rs Two thousand only) for the RFP document plus

service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee of Rs 2,000/- (Rs. Two thousand only) is to be paid by the bidder by making online payment only against this RFP.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Authority has adopted a single stage two envelope selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Authority Address and also in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. The selection will be done through LCS (Least Cost Selection) process. At first, a technical evaluation will be carried out as specified in Clause 3.1. Subsequently, a financial evaluation will be carried out as specified in Clause 3.2. The lowest bidder (the “**Selected Applicant**”) shall be issued a Letter of Award (LOA) and called for agreement. The second lowest bidder may be kept in reserve.

1.7 Currency for Financial Proposal

1.7.1 The financial proposal shall be submitted in INR only and all payments to the Agency shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The schedule of the selection process will be as per the NIT (Notice Inviting Tenders).

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD.

1.10 Pre-Proposal Conference

The date and time of Pre-Proposal Conference shall be as per the NIT. The venue shall be as per Clause **Error! Reference source not found..**

Date and Time: As mentioned in Clause 1.8

Venue: As mentioned in Clause 1.11.1

1.11 Official Contact for the proposal

1.11.1 All communications including the submission of Proposal should be addressed to:

Chief Executive Officer,
Ujjain Smart City Limited
Address: Mela Office, Kothi Road, Ujjain,
Pin: 456010
Email: ujjainsmartcity@gmail.com

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1.11.2 The official website for downloading bid document and submission of proposal is:

<http://www.mptenders.gov.in>

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

RFP Notice No. (as per brief NIT) for Appointment of Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain.

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Assignment are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Assignment, it may participate in the Selection Process individually (the “**Applicant**”) only. Consortium or Joint Venture of firms is not allowed in this RFP.

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

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority (USCL).

2.2 Conditions of Eligibility of Applicants

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

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

A. Basic Eligibility criteria

a. An entity having firm registration under company’s act 1956 / 2013 Or partnership firms having valid firm registration certificate issued by Registrar of firms as mentioned under Indian partnership act 1932 Or proprietor firm having valid registration or Educational/Academic/Research Institutes registered under Society Act or Government Autonomous Institutes/Agencies. The applicant must submit required documents for proof of same.

B. Technical Eligibility

a. The Agency shall have successfully completed at least one eligible assignment in last five years with a value not less than Rs. 20,00,000 (Rupees Twenty lacs).
b. The team proposed should meet the requirements as stated in Terms of Reference (TOR) clause 4 ‘Teaming arrangement’. CVs of experts to be submitted.

C. Financial Eligibility

a. Average annual turnover of at least Rs. 50,00,000 (Rupees Fifty lacs) in last three financial years (from Audited Balance sheets).

Eligible Assignment: Comprehensive mobility plan / Traffic and Transport Study for government bodies / quasi government. Work order and completion certificate as proof of project value, project time line must be enclosed. In case project value not mentioned in the work order, a CA certificate for the same may be submitted by the applicant. The completion certificate issued by the authority equal or above the designation of work order issuing authority shall only be considered.

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[§] stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Assignments specified in the Proposal. 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.
- 2.2.4 The Applicant should submit a Power of Attorney of authorized representative as per the format at Form-4 of Appendix-I.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three financial years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making due provision for incorporation of the requested information.

[§] No separate annual financial statements should be submitted.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Agency provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 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 or Associate (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five 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 or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such

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shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Agency) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; 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 bidder 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 bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For

the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). 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.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Assignment, and 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 5 (five) 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 Assignment/ advisory services performed for the Authority in continuation of this Assignment or to any subsequent Assignment/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Assignment. An Applicant applying individually or as an Associate shall not be entitled to submit another application individually.

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting Ujjain city and collection of site data required if any.

2.7 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP;
- (b) Deleted;

(c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

(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.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant 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 Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority 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 Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority 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 Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

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 2.11:

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

Schedules

- 1 **Terms of Reference**
- 2 **Deleted**
- 3 **Guidance Note on Conflict of Interest**
- 4 **Appendices**

Appendix-I: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of the Applicant
- Form 6: Description of Approach, Methodology, and Work plan
- Form 7: Deleted
- Form 8: Particulars of Key Personnel
- Form 9: Abstract of Assignments of the Applicant
- Form 10: Assignments of Applicant
- Form 11: CVs of Professional Personnel
- Form 12: Deleted

Appendix – II: Financial Proposal

- Form 1: Covering Letter
- Form 2: Financial Proposal

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The subject shall clearly bear the following identification:

"Queries concerning RFP for Appointment of Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority 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/ Corrigendum / Amendment and posting it on the Official Website.

2.11.2 All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

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

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.

2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

- (a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (b) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

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.

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD as specified in Clause 2.17.1. 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.

2.14 Technical Proposal

2.14.1 Applicants shall submit the digitally signed technical proposal online at www.mptenders.gov.in in the formats at Appendix-I (the “Technical Proposal”) and shall also submit the proposal in physical form at the address mentioned in clause 1.11.1 in original on or before the date and time mentioned in clause 1.8. No requests shall be entertained from any applicant in case they are unable to upload the proposal in time. Such requests will be summarily rejected.

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is submitted as per the provisions laid down at clause 2.20;

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- (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) The CVs have been signed by the respective Key personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (f) Key Personnel proposed have good working knowledge of English and Hindi language;
- (g) Key Personnel would be available for the period indicated in the TOR; and
- (h) No Key Personnel should have attained the age of 60 years at the time of submitting the proposal.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 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 Authority for a period of 3 (three) years. The award of this Assignment to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The CV of Key Personnel shall be submitted in the format at Form-11 of Appendix-I.
- 2.14.7 Deleted
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- 2.14.9 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 Agency 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 and/or blacklisted, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

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

2.15 Financial Proposal

2.15.1 The Financial Proposal shall be submitted online only and digitally signed in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Assignment (Grand Total, 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.

2.15.2 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, survey, study, data collection, air fare, equipment, 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 except GST. For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown under different items of the Financial Proposal. GST as per the applicable rate shall be paid over and above the Total Assignment Fees.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Technical Proposal online and Original Copy of Bank Guarantee of EMD if submitted as EMD exemption as per date and time mentioned in Clause 1.8. However, the Financial Proposal shall be submitted online only as mentioned in clause 2.15.1.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Assignment name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant.

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 **Hard Copy Submission:** The original copy of the 'Technical Proposal' shall be placed in a sealed envelope clearly marked 'Technical Proposal'. The envelope marked 'Technical Proposal' shall contain the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents along with Bid Security as mentioned in Clause 2.20.1.

Online Submission: Digitally Signed scanned copy of "Technical Proposal" shall be uploaded in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 12 of Appendix-I and supporting documents along with Bid Security as mentioned in Clause 2.20.1. Similarly, the original 'Financial Proposal' shall be placed in a digitally sealed envelope clearly marked 'Financial Proposal' and shall contain the financial proposal in the prescribed format (Forms 1 & 2) of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons or Authorised Signatory signing the Proposal.

2.16.5 The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the www.mptenders.gov.in duly digitally signed. The financial Proposal shall be submitted online only and shall be signed digitally.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, etc. will be entertained.

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

2.17 Proposal Due Date

2.17.1 Proposal should be submitted on or before the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

The e-proc system will automatically get locked on expiry of the stipulated time and it shall not accept any proposals thereafter. All prospective bidders are accordingly advised to upload their proposals well in time.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may withdraw its Proposal after it has been submitted online but before the Proposal Due Date as may be allowed by the website.
- 2.19.2 Proposals that are withdrawn in accordance with Clause 2.19.1 shall be returned unopened to the Agency.
- 2.19.3 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof. It may be noted that the e proc website does not allow for any withdrawal of the bid after the bid submission time.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 50,000 (Rupees Fifty Thousand) payable online only through respective e-procurement payment gateway, returnable not later than 90 (ninety) days from PDD except in case of the two lowest value Applicants as required in Clause 2.25.1. The Bid Security of requisite amount stated to be made by making online payment (NEFT/RTGS) on the Authority's website. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- 2.20.2 In the event that the lowest bidder commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 90 (Ninety) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Assignment in accordance with the provisions thereof.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.5 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority 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 Section 4 of this RFP;
 - (b) 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;
 - (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
 - (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
 - (e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority 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.

2.21.2 An amount equal to 5% (five percent) 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. The performance security should remain valid for the entire duration of contract.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals on the PDD as specified in Clause 1.8. The envelopes marked "Technical Proposal" shall be opened first.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority 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 2.17;
- (c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in Clauses 2.13 and 2.16;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (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.

- 2.22.4 The Authority 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 Authority in respect of such Proposals.
- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the technical evaluation, the Authority shall prepare a list of qualified Applicants in terms of Clause 3.1.1 for opening of their Financial Proposals. The opening of Financial Proposals shall be done online only. The Authority 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 3.2.
- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Assignment is subsequently awarded to it.

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

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority 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 Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority 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 Authority.

E. APPOINTMENT OF AGENCY

2.25 Negotiations

- 2.25.1 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 Agency 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. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's and the applicant's authorised representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2 The Authority will examine the CVs of all Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

- 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Personnel as the ranking of the Applicant is based on the evaluation of Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Personnel is not available for reasons of any incapacity or due to health or employee leaving the organization, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.2 Deleted

2.27 Indemnity

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency or sub Agencies/sub-contractors/employees appointed by him.

2.28 Award of Assignment

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next lowest bidder may be considered.

2.29 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 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. The agreement shall be between the implementing agency and USCL.

2.30 Commencement of assignment

The Agency shall commence the Services at the Project site within 14 (fourteen) days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.5.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to the Authority in relation to the Assignment shall be the property of the Authority.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 The applicant complying with the conditions of eligibility as stated in clause 2.2 shall be technically eligible.

3.1.2 Deleted

3.2 Evaluation of Financial Proposal

3.2.1 The financial proposal of applicants qualifying in the technical evaluation shall be opened and the selection of agency shall be done on **least cost basis (LCS)**. The second lowest applicant may be kept on reserve if required.

4 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 Authority 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority 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 Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority 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 Section, 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 Authority 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 there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, 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 Agency/ adviser of the Authority in relation to any matter concerning the Project;

Request for Proposal

- (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 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.

5 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 Authority, shall be allowed to participate in the Pre-Proposal Conference. The queries shall be submitted to the Authority via email on the email address as specified in clause 1.11.2 and within the stipulated time as mentioned in clause 1.8. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority 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.

6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the 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 Authority 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.

Request for Proposal

- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, 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 Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1

(See Clause Error! Reference source not found.)

**APPOINTMENT OF AGENCY FOR MOBILITY STUDY FOR
MAHAKAAL RUDRASAGAR INTEGRATED DEVELOPMENT
APPROACH (MRIDA) IN UJJAIN**

Terms of Reference (TOR)

for

Agency for Mobility study for Mahakaal Rudrasagar
Integrated Development Approach (MRIDA) in
Ujjain

Terms of Reference (TOR)

1. Background

Ujjain has been selected as one of the 100 smart cities in India under the flagship Smart City Mission of MoHUA. A grant of 1000 Cr will be given to the USCL over a period of 5 years for development of smart city. The Smart City Proposal (SCP) of Ujjain secured 3rd position in the country in Smart City Challenge round 2. The SCP was prepared by rigorous citizen consultation and the area identified as smart city area, or the ABD area, was also selected by citizen polling and opinion. The smart city area under this mission Ujjain has identified comprises 1023 acres out of which 30% area comprises of Shri Mahakaleshwar Temple (Mahakaal) and its surrounding areas as the corner stone project. USCL has developed a comprehensive master plan for this area and named it as Mahakaal Rudrasagar Integrated Development Approach (MRIDA). The development of MRIDA is further divided in 2 phases. Phase 1 of MRIDA is already awarded and under construction. Phase 2 of MRIDA is initiated through funding and assistance under CITIIS Program.

ABOUT UJJAIN:

Ujjain is a tier 3 city in Malwa region the 5th largest city of Madhya Pradesh and has a population of 5.15 approx. 6 Lakh. The city is one of the most important religious city in the country by virtue of Shri Mahakaleshwar Temple (1 of 12 Jyotirlingas) and Kshipra River (1 of 4 locations for Kumbh). The mega event Simhasth (Kumbh) is carried out in every 12 years and approx. 7.5 Cr pilgrims visited the city within a duration of 1 month in Simhasth 2016. A larger share of city economy is dependent upon small scale industries and district level business and trade. Ujjain adore hundreds of temples and a sizable economy is directly or indirectly linked to pilgrimage tourism. The city has more than 200 hotels and is also emerging as a prime location for destination wedding in the region. Ujjain is well connected with rail and air transport with Indore Airport just 45 minutes away from the city.

BACKGROUND ABOUT CITIIS PROGRAM

CITIIS (City Investments To Innovate, Integrate and Sustain) is the main component of the 'Program to fund Smart City projects through a Challenge Process' launched by the Ministry of Housing and Urban Affairs (MoHUA) in July 2018. CITIIS is financed by the French Development Agency (AFD) and the European Union (EU). Under the CITIIS component, 15 projects were selected across 100 smart cities, one of which is phase 2 of MRIDA. Under CITIIS, USCL will be provided financial assistance in the form of grant and technical support in the form of tailor-made mentorship (expertise), over a period of three years.

BRIEF DESCRIPTION OF MRIDA PROJECT

MRIDA (Mahakaal Rudrasagar Integrated Development Approach): The selected ABD area is primarily core city of Ujjain which encircles around Mahakaal Temple and surrounding prominent temples. Out of 400 ha of ABD area 40 Ha is covered by Mahakaal Temple, Rudra Sagar Lake and immediate surrounding area which falls under MRIDA Plan. Key elements of the project are, Visitor plaza which will hold approx. 20000 pilgrims at a time,

Multi-level Car parking for 600 cars, 600 Mt of Heritage Corridor from plaza to temple which comprises of Hindu sculptures, stambhas, landscape area, walking corridor, e-rickshaw corridor, Heritage Kumbh Museum, Rudarasagar Lake Conservation, upgradation of transport and tourist infrastructure. The project is divided in two phases. Key elements of Phase 1 are: Visitor Plaza, Multi-Level Parking and Heritage Corridor. Phase 2 comprise lake conservation expansion of bridge, Kumbh Museum open area development, River front ghat development, Food court and Dormitory and other tourist infrastructure. Construction of phase 1 with project cost approx. 100 Cr has already started and DPR of phase 2 with approximate cost of 150 Cr has been initiated under CITIIS program.

2. Objective(s) of the Assignment

Under MRIDA phase I and II, several new infrastructures are planned to increase the capacity of the road network and address traffic congestion issues. New parking lots are envisaged at different locations around the Rudra Sagar Lake and several road widening projects are part of the project or considered under another source of funding. The choice of these projects is mostly based on opportunities such as land availability rather than a comprehensive strategy for the improvement of the mobility in the area. There are several concerns regarding the negative social and environmental impacts of these projects as many require to relocate a lot of people. The widening of roads and flyovers is also a costly approach which does not guarantee any success. Indeed, it usually leads to further increase in traffic levels and congestion on the long-term due to phenomena of induced demand.

There is a need to develop a mobility plan which looks at the whole picture and addresses current issues in a holistic manner. This plan should have multiple benefits for the city which are much broader than reducing traffic congestion in the temple area. It should ensure that the project activities contribute to improving the quality of the urban environment by reducing the space allocated to motorised vehicles and giving more space to pedestrians. It should also improve the safety of the pilgrims and tourists travelling to Ujjain especially during the religious festivals which attract a large number of people. Finally, this plan should valorise the rich cultural heritage of the city and strengthen the socioeconomic fabric of local communities.

Therefore, the goal of this study is to develop a mobility and traffic plan to make use of available resources wisely to address mobility issues encountered in the study area. The main objectives of this study are to:

- Identify the main challenges and opportunities in terms of mobility;
- Explore different scenarios for the future development of the area;
- Engage key stakeholders in the identification and selection process;
- Shortlist project activities and prepare further studies.

In order to achieve these objectives, the consultant will perform the following tasks:

- (1) Analyse the current situation in terms of mobility;

- (2) Develop a mobility and traffic plan taking into account all modes of transportation;
- (3) Define the main activities to be implemented under MRIDA project.

PERIMETER OF THE STUDY AREA

The map below indicates the perimeter of the main study area. However, the study should also take into account the larger footprint of sites and buildings of interest at the city level (outer sacred geography), more specifically the sites of religious significance (Kaal Bhairav temple and the Mangal Nath temple, both located on the river front (downstream) and accessible from the project area. These sites are visited by several pilgrims who visit the Mahakaleswar temple.

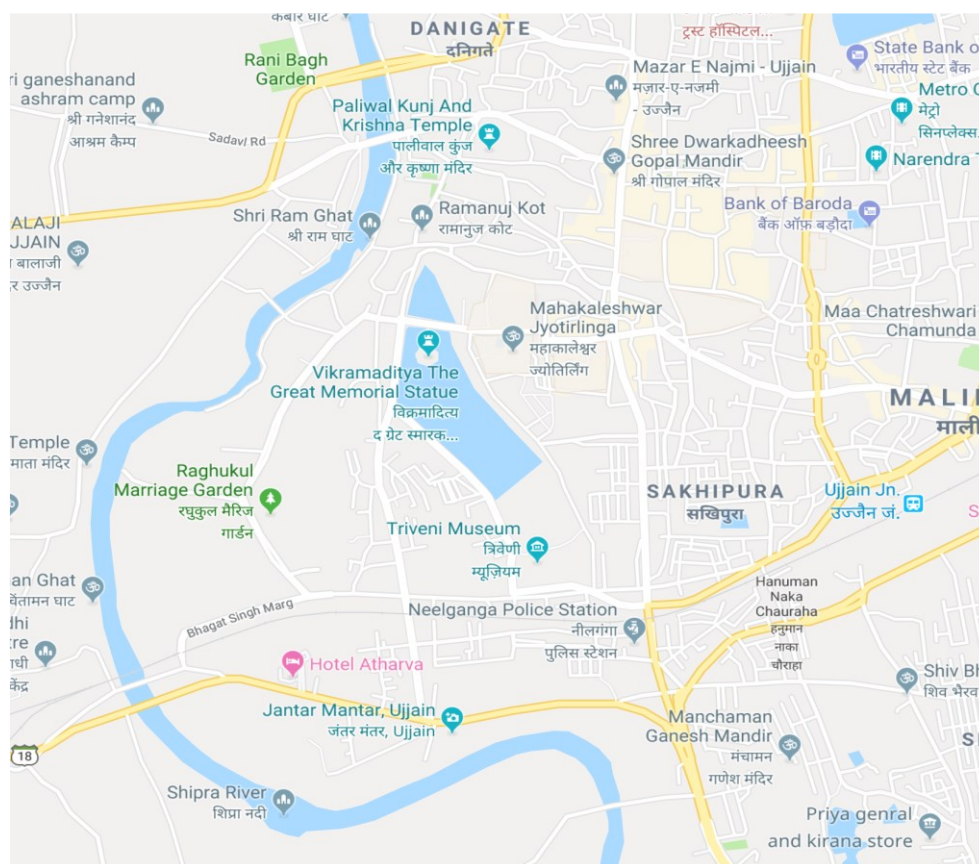


Figure 1 – Perimeter of the study area

3. Scope of Services

Task 1: Analysis of the current situation in terms of mobility

The consultant will collect, compile and analyse data on existing condition for all modes of transportation in the study area. Due to the very short time frame of the study, the consultant will use mostly secondary data collection methods such as:

- Literature review of existing plans (Comprehensive Mobility Plan, City Development Plan, etc.)
- Existing traffic surveys
- Interviews with key stakeholders (UMC, UDA, Traffic Police, etc.)

- Field work

Due to the important variation of the demand during festivities, the consultant will segregate data based on three typical periods:

- Normal days
- Weekends
- Main festivals (annually)
- Simhastha mela (once in twelve years)

The consultant will collect and analyse data at least on the following elements:

| | |
|--------------------------------|--|
| Roadway | <ul style="list-style-type: none"> • Categorisation of the roads based on the type of transit (arterial, collector, local street) • Geometry of the roads (width and number lanes) • Traffic count on the main roads • Existing bottlenecks |
| Parking facilities | <ul style="list-style-type: none"> • On-street surface parking • Off-street surface parking • Unorganized parking areas |
| Public transport | <ul style="list-style-type: none"> • Ridership of the trains, intercity buses, local buses, etc. • Routes and location of the stops • Multimodal hubs • Mode of travel and connectivity between bus and train stations and principle sites of pilgrimage (routes followed, embarkation and disembarkation points) |
| Pedestrian facilities | <ul style="list-style-type: none"> • Permanent/occasional pedestrian streets • Street equipped with proper sidewalks • Areas used for crowd management • Existing bottlenecks |
| Attractions / Visitor circuits | <ul style="list-style-type: none"> • Main visitor/ pilgrim circuits (origin, length of stay, places visited, mode of transport, etc.) • Main attractions for the visitors/ pilgrims (location of the main entrances and frequentation) • The routes followed by pilgrims as part of rituals and visit to Mahakaleshwar temple • Processions around the temple precincts in the study area which impact mobility and needs related to road infrastructure • Activity nodes in the study area on days of special events and festivals • Existing visitor facilities (main functions, condition of the structure, capacity, actual frequentation, etc.) • Other large equipment such as schools, hospitals, commercial centres, etc. |

Based on this analysis, the consultant will identify opportunities and constraints with respect to all modes of transportation.

Task 2: Develop a mobility and traffic plan taking into account all modes of transportation

Based on the analysis of the current situation, the consultant will prepare a mobility and traffic plan for the study area taking into account all modes of transportation. The following objectives have been pre-identified and need to be refined in consultation with the key stakeholders:

- I. Improve the quality of the urban environment of the city centre by reducing the space allocated for motorised vehicles and promoting active modes of transportation;
- II. Ensure the safety and comfort of the visitors / pilgrims during festivities by managing vehicular traffic more efficiently and guiding the flow of people in a systematic manner;
- III. Valorise the rich cultural heritage of the city and enhance the experience of the visitors by highlighting and connecting all the main attractions of the city;

If there are conflicting perspectives which need to be taken into account, multiple scenarios will be produced in order to compare the impact of different options. If there are multiple scenarios, the consultant will prepare a brief comparative study of the impact of each option.

For each scenario, the consultant will define the future structure of the road network, the public transport routes and stops, the location of the main parking, the visitor circuits and facilities, crowd management spaces, areas restricted to vehicular traffic, and so forth. The proposals should make use as much as possible of existing infrastructure and find convergence with projects implemented under other schemes such as the new command and control centre.

Due to the rules of the CITIIS program, it is highly recommended to avoid project activities which will require lengthy environmental clearances and/or resettlement. Therefore, a particular attention should be given to limit the social and environmental impact of the chosen project activities.

Task 3: Define the main activities to be implemented under MRIDA project

After consensus is found on a scenario with the key stakeholders, the consultant will define each project activity which can be implemented within the scope of MRIDA project. The link between project activities and the objectives of the mobility and traffic plan should be clear. The description of each activity will include at least:

- Description of the activity
- Project justification / objectives
- Technical description and conceptual design
- Site suitability (land ownership, availability, etc.)
- Preliminary investment cost estimates
- Social and environmental risk screening
- Documents required for clearances (if required)
- Institutional framework conditions
- Preliminary implementation schedule

4. Teaming Arrangement

The reporting team of agency shall constitute following:

| Sr. No. | Key Personnel | Minimum Qualification | Minimum Experience |
|---------|-------------------|---|--|
| 1 | Team Leader | M.E./M.Tech/M.Plan in Urban Engineering / Transportation Engineering / Transport Planning | <ul style="list-style-type: none"> 15 years of overall experience At least 10 years of experience in traffic impact studies, parking management, complete streets, crowd management, pedestrian flow studies |
| 2 | Project Manager | M.E./M.Tech/M.Plan in Urban Engineering / Transportation Engineering / Transport Planning | <ul style="list-style-type: none"> 10 years of overall experience At least 5 years of experience in traffic impact studies, parking management, complete streets, crowd management, pedestrian flow studies |
| 3 | Project Associate | M.E./M.Tech/M.Plan in Urban Engineering / Transportation Engineering / Transport Planning | <ul style="list-style-type: none"> 7 years of overall experience At least 3 years of experience in traffic impact studies, parking management, complete streets, crowd management, pedestrian flow studies |

Note:

- The agency shall designate the above stated position to the eligible personnel and the same shall be available to the authority as and when required.
- All approvals have to be taken from the Executive Director(ED), USCL or a person designated by the ED, USCL.

5. Deliverables and Payments

The authority will release the funds based on timely submission of the agreed deliverables. The payments shall be released upon satisfactorily and on time receipt of deliverables and approval by the authority.

Payment Schedule:

| S. No. | Milestone | Timeline | Percentage of Payment |
|--------------|--|-------------------|-----------------------|
| 1 | D1: Approval of Inception cum Pre-feasibility report | By end of week 2 | 10% |
| 2 | D2: Approval of Interim Report (containing data collection and survey results) | By end of week 8 | 30% |
| 3 | D3: Approval of Draft report | By end of week 12 | 30% |
| 4 | D4: Acceptance of Final report by competent authority and compliance of observations | By end of week 13 | 30% |
| Total | | | 100% |

Note:

- Reports should remain concise and contain pictures, maps at relevant scale, etc.
- Withholding taxes (if applicable) shall be deducted while making payment to the Agency.

6. Assignment duration

The expected duration of study is 3 months.

7. Reporting Structure

The Agency shall report to ED, USCL or a person so designated by the ED.

SCHEDULE-2
(See Clause 2.1.3)

CONTRACT FOR AGENCY'S SERVICES

Project Name Appointment of Agency for Mobility study for Mahakaal Rudrasagar
Integrated Development Approach (MRIDA) in Ujjain

Contract No. _____

between

Ujjain Smart City Limited

and

[Name of the Agency]

Dated: .

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- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
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AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [Governor of Madhya Pradesh acting through Ujjain Smart City 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 “**Agency**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) **The Authority vide its Request for Proposal for Appointment of Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain (hereinafter called the “Assignment”);**
- (B) the Agency submitted its proposals for the aforesaid work, whereby the Agency represented to the Authority that it had the required professional skills, and in the said proposals the Agency 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 Agency, awarded the Assignment to the Agency 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 Interpretation

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

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;

- (c) **“Agreement Value”** shall have the meaning set forth in Clause 6.1.2;
- (d) **“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;
- (e) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- (f) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- (j) **“ED”** means Executive Director, USCL
- (k) **“Government”** means the Government of M.P.
- (l) **“INR, Re. or Rs.”** means Indian Rupees;
- (m) **“Party”** means the Authority or the Agency, as the case may be, and Parties means both of them;
- (n) **“Personnel”** means persons hired by the Agency or by any Sub-Agency as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (p) **“RFP”** means the Request for Proposal document in response to which the Agency’s proposal for providing Services was accepted;
- (q) **“Services”** means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **“Sub-Agency”** means any entity to which the Agency subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) **“Third Party”** means any person or entity other than the Government, the Authority, the Agency or a Sub-Agency.

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

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts 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.

1.1 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Agency. The Agency 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 Agency shall be as set forth in the Agreement, in particular:

- (a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Agency 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 in the State in which the Authority has its headquarters 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 Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 1.10 or to such other person as the Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Agency may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by 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 Agency; provided that if the Agency does not have an office in the same city as the Authority's office, it may send such notice by 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 e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP or any other site as may be decided by the Authority and at such locations as are incidental thereto, including the offices of the Agency.

1.9 Deleted

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 Agency, 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:

.....
.....
Tel:
Mobile:
Email:

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

.....
.....
Tel:
Mobile:
Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Agency 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 Agency shall commence the Services within a period of 14 (fourteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Agency does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Agency, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Agency shall stand forfeited.

2.4 Expiry 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 90 (ninety) 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 Agency 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 Agency 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-Agency 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 Agency shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Agency 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 Agency, suspend all payments to the Agency hereunder if the Agency 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 Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Agency, 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 Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Agency 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 Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- (e) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Agency 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 Agency

The Agency 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 Agency 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 Agency 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 Agency may have subsequently granted in writing) following the receipt by the Authority of the Agency's notice specifying such breach;
- (c) as the result of Force Majeure, the Agency 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 rights and obligations

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

2.9.4 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 Agency 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 Agency and equipment and materials furnished by the Authority, the Agency shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 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 Agency (after offsetting against these payments any amount that may be due from the Agency to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) 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 including the cost of the return travel of the Agency's personnel.

2.9.6 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 AGENCY

3.1 General

3.1.1 Standards of Performance

The Agency 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 Agency 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-Agencies or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

3.2.1 The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Agency and Affiliates not to be otherwise interested in the Project

The Agency agrees that, during the term of this Agreement and after its termination, the Agency or any Associate thereof and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, 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 five 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 Assignment or to any subsequent Assignment/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Agency nor its Sub-Agency 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 Agency not to benefit from commissions, discounts, etc.

The remuneration of the Agency pursuant to Clause 6 hereof shall constitute the Agency's sole remuneration in connection with this Agreement or the Services and the Agency 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 Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Agency and its Personnel shall observe the highest standards of ethics and shall 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 Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency 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*, the 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 Agency 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 Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency 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 (i) 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 Agency, its Sub-Agencies 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 Agency, its Sub-Agencies 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 Agency 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 Agency, its Sub-Agencies 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 Agency, its Sub-Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Agencies 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 Agency, its Sub-Agencies 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 Agency or its Sub-Agencies or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub-Agencies 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 Agency

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

3.4.2 The Agency 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 Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, 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 Agency may be entitled to

receive from any insurance maintained by the Agency to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Agency

- 3.5.1 The Agency, for the duration of this Agreement, may take out and maintain, at its own cost, insurance against the risks, and for the coverages of the assets and the human resource involved in the events.

- 3.5.2 It is clearly understood that the responsibility for any bodily injury / death of any of the staff shall be that of the agency and the agency is advised to suitably insure these. The Authority shall not be responsible for any such accidents and it will be the responsibility of the Agency to take necessary precautions and / or insurance cover.

3.6 Accounting, inspection and auditing

The Agency shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

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

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

- (a) appointing such Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency 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 Agency shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

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

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

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Assignment Documents**”) prepared by the Agency (or by the Sub-Agencies or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Assignment Documents shall vest with the Authority. Any Assignment 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 Assignment Document is created and the Agency 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 Agency.

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

3.9.3 The Agency 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 Agency or its Sub-Agencies or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Agency by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Agency shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Agency shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Agency shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services

in progress, interact with Personnel of the Agency and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

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

4. AGENCY'S PERSONNEL AND SUB-AGENCIES

4.1 General

The Agency 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 the estimated periods of engagement in carrying out the Services by each of the Agency's Personnel are described in Annex-2 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Agency 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 20% (twenty per cent) or one week, whichever is greater, 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 of this Agreement. 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 Agency, 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 Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Agency hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) 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 Agency 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 Agency and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

4.5 Deleted

4.6 Team Leader and Project Coordinator

The person designated as the Team Leader of the Agency's Personnel shall be responsible for the overall delivery of project and timely and efficient functioning of the team. In addition, the Agency shall designate a suitable person as Project Coordinator (the "Project Coordinator") who shall be responsible for day to day performance of the Services.

4.7 Deleted

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 Agency, its Sub-Agencies and Personnel with work permits and such other documents as may be necessary to enable the Agency, its Sub-Agencies 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 Agency 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 Agency as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Agency as a result thereof pursuant to Clause 6.1.3.

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 or reimbursable expenses incurred by the Agency 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 and reimbursable expenses otherwise payable to the Agency 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.

5.4 Payment

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

6. PAYMENT TO THE AGENCY

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Agency is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 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. (Rupees.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Agency 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 Agency 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) Deleted
- (b) The Agency shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Agency fulfilling the following conditions:
 - (i) The Authority shall pay to the Agency, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Agency to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency 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 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Agency specifying in detail, the deficiencies in the Services. The Agency 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.
- (e) 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 Agency to the Authority within 30 (thirty) days after receipt by the Agency 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 (d). Any delay by the Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Agency as may be notified to the Authority by the Agency.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), an amount equal to 5% of all the amounts payable to the consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The Performance Security shall be returned to the Agency at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof.

- 7.1.2 The Agency may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

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 Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement Value.

7.2.2 Deleted

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 to address the deficiency, in whole or in part, with due notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

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

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 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

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Chairman, USCL 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 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to the Divisional Collector, Ujjain Division whose decision shall be final and binding on both the parties.

IN WITNESS WHERE OF, 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

Agency:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Annex -1

Terms of Reference

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Key Personnel

(Refer Clause 4)

Annex-3

DELETED

Annex-4

Deleted

Annex-5

Cost of Services

(Refer Clause 6.1)

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

Annex-6

Payment Schedule

(Refer Clause 6)

Annex-7

Bank Guarantee for Performance Security*(Refer Clause 7.1.3)*

To

[Governor of Madhya Pradesh]

acting through

Ujjain Smart City Limited

In consideration of Ujjain Smart City Limited acting on behalf of the [Governor of Madhya Pradesh] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Agency**” 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**”) the assignment for consultancy services in respect of thefor, and the Agency having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Agency 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 Agency 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 Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’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 Agency 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 Agency 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 required 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 Agency 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 Agency 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 Agency 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 Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency 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 Agency(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. crore (Rupees crore) 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 the date falling 365 days after the Bid Due Date specified in the RFP)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

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. Agencies 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 Agencies should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and Agency or between Agencies and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and Agencies:
 - (i) Potential Agency should not be privy to information from the Authority which is not available to others.
 - (ii) Potential Agency should not have defined the project when earlier working for the Authority.
 - (b) Agencies and concessionaires/contractors:
 - (i) No Agency 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 Agency should be involved in owning or operating entities resulting from the project.
 - (iii) No Agency 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 Agencies. 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 Agencies 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 Agency’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 Agency 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 Agencies 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 Agencies 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 Agencies. 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 Agencies to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Agencies 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.

APPENDICES

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Refere

To,

.....

.....

.....

Sub: Appointment of Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain

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 selection as Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain (the "**Agency**"). The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, 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.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last 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 authority 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.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 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 Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of 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.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Applicant applying for Selection as an Agency.
10. 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 authority which would cast a doubt on our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community.
11. 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.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.

13. 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 Authority [and/ or the Government of India] in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above mentioned Project.
14. 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 assignment is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (Ninety Days) days from the PDD specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Agency, I/we agree to enter into an Agreement as specified by the authority. We agree not to seek any changes and agree to abide by the same.
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 Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
19. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application 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 authorized signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form-2**Particulars of the Applicant**

| | |
|--|--|
| | Title of Assignment: |
| | Title of Project: |
| | <p>State the following</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p> |
| | <p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of</p> |

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: Appointment of Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative 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

For and on behalf of

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 for and selection as Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain for Ujjain Smart City Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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 Apostille certificate.*

APPENDIX-I

Form-5**Financial Capacity of the Applicant***(Refer Clause 2.2.2 (B))*

| S. No. | Financial Year | Turnover (INR) |
|--|----------------------------------|----------------|
| 1. | | |
| Average | | |
| Certificate from the Statutory Auditor^{\$\$} | | |
| This is to certify that(name of the Applicant) has received the payments shown above against the respective years. | | |
| (Signature, name and designation of the authorised signatory) | | |
| Date: | Name and seal of the audit firm: | |

^{\$\$}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.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

DELETED

APPENDIX-I

Form-7

Deleted

APPENDIX-I

Form-8**Particulars of Key Personnel**

| Sr. No. | Designation of Key Personnel | Name | Educational Qualification | Length of Professional Experience | Similar Assignments handled |
|---------|------------------------------|------|---------------------------|-----------------------------------|-----------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) |
| | | | | | |

APPENDIX-I

Form-9(a)**Abstract of Assignments of the Applicant***(Refer Clause 2.2.2, B)*

| S.No. | Name of Project | Name of Client | Professional fee received by the Applicant (in INR) |
|-------|-----------------|----------------|---|
| (1) | (2) | (3) | (4) |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

The Applicant should provide details of only those assignments that have been undertaken by it under its own name. In case the Applicant has not received the professional fees for the ongoing assignment, the applicant must furnish certificate from client clearly mentioning the scope of work and fees for the assignment.

In the event the Applicant does not wish to disclose the actual fee received for any assignment, it may state that it has received more than the amount specified for eligibility under this RFP.

Certificate from the Statutory Auditor[§] of [Name of Company]

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

[§]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.

APPENDIX-I

Form-10**Assignments of Applicant***(Refer Clause 2.2.2, B)*

| | |
|-----|--|
| 1. | Project Category and Sub-Category: |
| 2. | Name of company: |
| 3. | Assignment name: |
| 4. | Description of Assignment: |
| 5. | Approx. event cost (in Rupees): |
| 6. | Approx. value of the contract (in Rupees): |
| 7. | Approx. value of the services provided by your company under the contract (in Rupees): |
| 8. | Country: |
| 9. | Location within country: |
| 10. | Duration of Assignment/job (months): |
| 11. | Name of Client: |
| 12. | Client address and contact information: |

| | |
|-----|---|
| | |
| 13. | In case of consortium, whether your company was Lead member or other consortium member: |
| 14. | Start date (month/year): |
| 15. | Completion date (month/year): |
| 16. | Name of associated Agencies, if any: |

Note:

1. Use separate sheet for each Assignment as mentioned in clause 2.2.2 (B).
2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used: font: arial, font size: 11, normal margin.

APPENDIX-I

Form-11

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:[For each position of key professional separate form should be prepared]:
2. Name of Firm:[Insert name of firm proposing the staff]:
3. Name of Staff:[Insert full name]:
4. Brief Profile of Proposed Staff: [Provide summary of proposed staff experience, qualifications and achievements in no more than 250 words]
5. Date of Birth:
6. Nationality:
7. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. Employment Record: [dates of employment, name of employing organization, positions held.]:
10. Brief of projects worked upon:

(Signature and name of the authorised signatory of the Applicant)

Note:

1. Each page of the CV shall be signed and dated by both the personnel and Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-12

Deleted

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Subject: Appointment of Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Agency for Mobility study for Mahakaal Rudrasagar Integrated Development Approach (MRIDA) in Ujjain as indicated above.

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 authorized signatory)

APPENDIX-II

(See Clause 2.1.3)

Form-2**Summary of Costs:**

| S. No. | Particulars | Amount in numbers (in INR) | Amount in words |
|-----------|----------------------------------|-------------------------------|-----------------|
| 1. | Professional Fees (Rates) | | |

Note:

1. The amount is inclusive of all taxes excluding Goods and Services Tax. The Goods and Service Tax shall be payable extra to the Agency as per applicable laws.
2. The rate is deemed to include fees and any other overhead expenses including but not limited to travel, accommodation, subsistence, equipment, software, communication, survey, study etc.
3. No payment shall be made for any extension time.

Dated this [day / month / year]:

Authorized Signatory (in full and initials):

Name and title of signatory:**Duly authorized to sign this Proposal for and on behalf of [Name of Applicant]****Name of Firm:****Address:**

***** End of Document*****