



Bhopal Smart City Development Corporation

REQUEST FOR PROPOSAL

2016

SELECTION OF CONSULTANT

FOR

Appointment of planning consultant for Green and Blue Master Plan for Bhopal Smart City

Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the

Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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Invitation for Proposals

1. INTRODUCTION

1.1 Background

1.1.1 Bhopal is among the first 20 cities selected in first round of smart cities challenge under Government of India's (GoI) smart cities mission (SCM) to implement the smart city proposal (SCP). Bhopal Smart City aims to set high live ability standards for citizens .

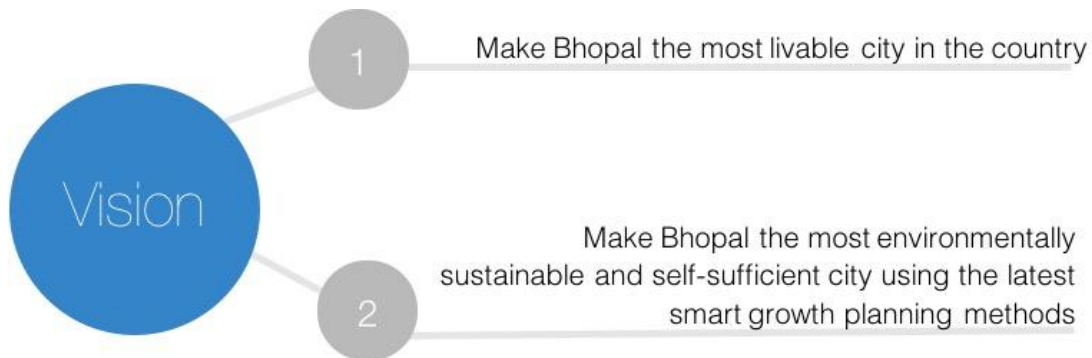
1.1.2 Vision & Introduction

Bhopal is also known as the “city of lakes”. It has approximately 30,000 acres of green cover as it has two large lakes and several natural parks including a national park where animals are kept in their natural habitat. However, Bhopal's tree cover has reduced drastically over past several decades. For instance, the green cover reduced from 92% in 1977 to 67% in 1992. Moreover, with the current rate of urbanization, it is expected to reduce to 11% by 2030* (*Source: Centre for Ecological Sciences, IISc, Bangalore).

Consequently, Bhopal Municipal Corporation (BMC) and Bhopal Smart City Development Corporation Limited (BSCDCL) has decided to create a “Green and Blue master plan” for the city. The main goals of the plan are:

- i) to maintain and grow the green cover
- ii) to further influence the lifestyle indicators of the citizens
- iii) to promote an environmentally sustainable city.

The BSCDCL has decided to create a Green Master Plan with the following vision:



Bhopal will serve as a model city, the first city to create a sustainable system that can be replicated in the rest of the country

Along with the BMC, the BSCDCL has decided to establish Bhopal as a model city for an integrated green and blue master plan. The vision is to make Bhopal one of the most livable cities and have high lifestyle indicators. The integrated green and blue master plan is not only to improve the living standards of the citizens but also develop a sustainable smart growth approach for the city.

The goal of the integrated green and blue master plan and the vision for the city is to set Bhopal on the international map. This will not only make Bhopal the most livable city in

the country but will also create conditions for local and international businesses to thrive in the city as well in the neighboring region. The larger aim is to set Bhopal as the place for **people centric development** and a **cultural hub for arts, architecture, crafts and natural heritage**.

1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**”) for selection of planning consultant (the “**consultant**”) for planning & designing the green and blue master plan for Bhopal Smart City in conformity with the TOR (collectively the “**Consultancy**”). The Authority intends to select the Consultant 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 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.mpeproc.gov.in. However, the bids of only those Applicant shall be considered for evaluation who have made online payment of Rs 10,000/- (Rs Ten thousand only) for the RFP document plus service & gateway charges, without which bids will not be accepted. The RFP Fee of Rs 10,000/- (Rs. Ten thousand only) is to be submitted by applicant 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 120 days from the Proposal Due Date (the “**PDD**”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage 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 Client Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of technical evaluation of Applicants, Conversion rate should be considered equivalent and applicable at the particular year of the payment received against the project by the applicants The conversion rate of currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S.no	Event Description	Date and Time
1.	Publication of Request for Proposal	20/12/2016
2.	Last date for receiving queries/clarifications	4/1/2017
3.	Pre-Proposal Conference	4/1/2017, 3 PM Onwards
4.	Authority response to queries	9/1/2016
5.	Last date for purchase of RFP document	12/1/2017 till 3:00 PM
6.	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on e-procurement portal)	16/1/2017 till 3:00 PM
7.	Submission of hard copy of Technical Proposal	20/1/2017 till 5:00 PM
8.	Opening of Technical Proposals	21/1/2017, 3:00 PM
9.	Technical presentation by qualified bidders	26/1/2017, 11:30 PM

10.	Opening of Financial Proposals	To be intimated to the successful applicants as per clause 3.2
11	Letter of Award (LOA)	After the due approval of Board of Directors
12	Signing of Agreement	Within 10 days of LOA
13	Validity of Applications	As mentioned in clause 1.5

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

Prospective Applicants may visit the City and review the available data at any time prior to PDD as per clause 1.8. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

CEO, Bhopal Smart City Development Corporation Limited
 Zone 14, near Tatpar petrol pump, BHEL
 Govindpura, Bhopal
 Madhya Pradesh- 462023
 Contact no. - 0755 2477770

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:
 Date & Time: As mentioned in clause 1.8
 Venue: Bhopal Smart City Development Corporation Limited
 Zone 14, near Tatpar petrol pump, BHEL
 Govindpura, Bhopal
 Madhya Pradesh- 462023

1.11 Communications

1.11.1 All communications including the submission of Proposal is online should be submitted through online tendering portal of **Bhopal Smart City Development Corporation Limited** www.mpeproc.gov.in

1.11.2 The **Official Website** of the Authority is: www.mpeproc.gov.in

1.11.3 All communications, including the envelopes, documents etc should be submitted online.

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 Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. A maximum of three members including lead member shall be allowed in a consortium.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of 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 in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following Key Personnel (the “**Key Personnel**”) as specified below:

Sr. No	Key Personnel
1.	Team Leader cum Urban Management specialist
2.	Urban Planner
3.	Environmental Planner / Engineer
4.	Energy efficiency specialist and climate change modeller
5.	Landscape architect

2.2 Conditions of Eligibility of Applicants

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

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

(A) Basic Eligibility Criteria:

a. The Applicant shall be a company incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) incorporated in India under the Limited Liability Partnership Act, 2008. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with Technical Proposal as annexure. Copy of proof of office to be submitted with technical proposal. Acceptable public documents in this regard are copy of Certificate of enlistment, Electricity bill, and telephone bill.

b. Applicants must have a valid service tax registration in India. Copy of service tax registration certificate to be submitted with technical proposal

c. The Applicant must have carried out international projects of similar nature as desired in Technical Capacity.

d. Joint Venture (JV) is not allowed.

Note: In case of consortium, all members shall meet condition (a) above and Lead Member shall also meet condition (a) and (b). At least one member of the consortium shall meet condition (c).

(A) **Technical Capacity:** The Applicant shall have, in the last five years immediately preceding the Proposal Due Date completed or currently executing, as the case may be, at least one assignment in each of the following category In case of consortium, collective experience may be considered and the bidder/s must qualify in at least 4 of the 5 categories mentioned below. International experience must be demonstrated in at least one Category.

Category 1: More than 5 years of experience in advisory services around Sustainability, Green Construction, climate change resilience, socio-economic assessments.

Category 2: Experience in sustainable transport policy / programme development / implementation / Public transport related projects (bicycling, pedestrianization, Route rationalization etc.

Category 4: Experience in financial feasibility assessments of low carbon projects and raising financing through international climate/concessional financing institutions. Green areas development, work experience in environmental sensitive areas / experience of conservation plans, environmental management plans, lake and riverfront develop-

ment projects, research projects on innovation on energy efficiency and alternative energy

Category 5: The consortium / Applicant must have completed at least 1 project related to Green rated buildings (IGBC or GRIHA). The minimum cost of the project shall be Rs. 100 Cr.

- (B) **Financial Capacity:** Average combined annual turnover of last five financial years of consortium partners should be more than or equal to Rs. 1.5 crore and individual consortium partner average annual turnover should not be less than Rs. 1 crore the last three financial years ending on 31st March 2016.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (E) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

1	Team Leader cum Urban Management	Postgraduate Degree in Urban Planning/ Urban Management or equivalent	<ul style="list-style-type: none"> • At least 15 yrs experience in Urban Sector. • Experience of green building projects, preparation of CDPs/ Master plans/ Strategic Plan/ City Business Plans/ City Investment Plan/ Vision Documents.
2	Urban Planner	Master's degree in Urban Planning	<ul style="list-style-type: none"> • At least 10 yrs experience in Urban Sector. • Experience of green building projects, preparation of CDPs/ Master plans/ Strategic Plan/ City Business Plans/ City Investment Plan/ Vision Documents.

3	Environmental Planner / Engineer	Master's degree in Environmental Planning/Engineering	<ul style="list-style-type: none"> • At least 05 years of related project experience. • Professional experience in environmental management, clean technologies, planning and policy, applications of environmentally sustainable water sanitation and solid waste management techniques
4	Energy efficiency specialist and climate change modeler	Master's degree in Energy Studies or Civil Engineering with relevant experience in energy related studies in urban areas	<ul style="list-style-type: none"> • At least 10 years of professional experience in energy efficiency applications and retrofits to urban services • Climate Change modelling experience of at least 5yrs. • Experience in Green / Renewable energy technologies. • Accredited professional of IGBC or GRIHA
5	Landscape architect	Master's Degree in Landscape architect	<ul style="list-style-type: none"> • At least 5 years of professional experience in green landscaping in urban areas. • Accredited professional of IGBC or GRIHA

Apart from the Key Personnel mentioned above, the following sector experts shall be required. The experts mentioned below should have worked as sector experts in relevant assignments in their respective domain. For the purpose of evaluation, their CV's shall not be considered. However, CV's shall be provided along with the Technical Proposal in accordance with this RFP. If a CV is not found suitable, the Authority may require the Successful Applicant to replace the CV with equivalent or better qualification personnel. If more than 3 sector experts CVs are found not suitable, then the applicant may be disqualified. Such decision would be at the discretion of the Authority.

Additional/Support manpower: The Consulting Firm shall assess the requirement of other support professional required for carrying out the assignment as per Terms of reference and indicate in the technical proposal. The broad requirement of support professional will be (i) Urban Designer, (ii) Transport planner, (iii) Economist, (iv) Environ-

ment Scientist/ Ecologist and (v) Communication Specialist and (vi) Geo-Hydrologic Specialist.

Note:-

- i. If the authority requires any other sector expert for providing inputs on specific themes based on project requirements, such expert may be appointed by the Successful Applicant after due approval from the authority. The authority for providing such approval shall rest with the Chief Executive Officer of the BSCDCL. The approval shall at least indicate proposed personnel, person-day rate, estimated level of effort, and expected outputs. Such additional payment shall be made separately to the Successful Applicant on pro-rata basis.
 - ii. Key persons can work remotely for the project and shall come to BSCDCL office as and when required.
 - iii. The consultant shall deploy 2 full time support project associates with 100% field time for entire project duration. The project associates shall have a minimum experience of 5 years in consulting domain and shall have minimum qualification of bachelor's in planning / architecture/ master's in planning or equivalent. Their CVs are not required to be submitted along with this RFP. One of the project associates shall be designated as project manager.
- 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 5 (five) financial years preceding the PDD as per clause 1.8 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 as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a limited liability partnership.
- 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. Undertaking form to be submitted along with the technical proposal.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

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

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

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the 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 Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) The Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (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, its consortium member 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 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-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project 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 applicant, 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 percent) 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 percent) 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 Project, 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 consultancy/advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

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

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the 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 the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

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) Received all relevant information requested from the Authority;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the 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 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 the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the 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.

2.10 Clarifications

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

"Queries concerning RFP for Planning Consultant Green and blue Master Plan for Bhopal Smart City"

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 responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document 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.

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/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.
- 2.11.2 All such amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 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 all 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 proposals shall be submitted online as well as physically.

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 authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents,, all the pages shall be initialled. 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 authorized representative (the “Authorized Representative”) as detailed below:

- (a) By the proprietor, in case of a proprietary firm; or
- (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) By the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

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.mpeproc.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 in original on or before the date and time mentioned in clause 1.8.

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

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

- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Key Personnel and Sector Experts have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (E) of the RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Key Personnel proposed have good working knowledge of English and Hindi language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) The proposal is responsive in terms of Clause 2.21.3.

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 Consultancy 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 proposed team shall include experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-11 of Appendix-I.

2.14.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Application Form-12 of Ap-

pendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

- 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 to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 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 Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

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 Consultancy (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative.
- 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, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all expenses except service tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. Service tax shall be accounted as applicable.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Technical Proposal online form 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. The applicants shall submit the Technical Proposal form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the Proposals are submitted online and the Applicants are unable to submit before the date and time mentioned in Clause 1.8 then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.

2.16.2 **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 & 3 of Appendix-II).

2.16.3 The completed Proposal must be submitted online on or before the specified time on PDD as per clause 1.8. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted shall be uploaded on the www.mpeproc.gov.in duly digitally signed. The financial Proposal shall be submitted online only and shall be signed digitally.

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

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 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 as mentioned in clause 1.8 by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

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

2.19 Withdrawal of Proposals

2.19.1 The Applicant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be:

- a) Submitted in accordance with Clause 2.16 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
- b) Received by the Authority prior to the deadline prescribed by the Authority for submission of Proposals.

2.19.2 Proposals that are withdrawn in accordance with Clause 2.19.1 shall be returned unopened to the Consultant.

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, except in the case of a request by the Authority to extend the Proposal validity.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, amount of 1,00,000 INR (one lakh rupees) amount as "**Bid Security**", returnable not later than 60 (sixty) days from PDD as per clause 1.8 except in case of the two highest ranked Applicants as required in Clause 2.25.1. The Bid Security of requisite amount stated can be paid by making online payment on the www.mpeproc.gov.in website.

2.20.2 In the event that the first ranked Applicant 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 120 (one hundred and twenty) days from PDD as per clause 1.8. 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 Consultancy 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 in the form of bank guarantee 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 per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals on the PDD as specified in clause 1.8, at the place and time specified in Clause 1.11 and in the presence of the Applicants who choose to attend. 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 as per clause 1.8 including any extension thereof pursuant to Clause 2.18;
 - (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 pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The 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 3.3 and 3.4.
- 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 Consultancy 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 in connection with 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 CONSULTANT

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 Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. 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 other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy 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 Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health or employee leaving the organization. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 5% (five per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant.
- 2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant 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.

2.28 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, 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 highest ranking Applicant 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.

2.30 Commencement of assignment

The Consultant shall commence the Services at the Project site within 14 (fourteen) days of the date of the Agreement, or such other date as may be mutually

agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. 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 Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- 3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S no	Criteria	Marks	Criteria
1.	Project experience of the Applicant	40	<ul style="list-style-type: none"> • Category 1: More than 5 years of global experience in advisory services around Sustainability, Green Construction, climate change resilience, socio-economic assessments (5 marks per project, maximum up to 10 marks) • Category 2: Experience in sustainable transport policy / programme development/implementation (7.5 marks) • Category 3: Should have more than 5 years experience in designing and/or implementing renewable energy strategies and/or programmes (7.5 marks) • Category 4: Experience in financial feasibility assessments of low carbon projects and raising financing through international climate/concessional financing institutions (7.5 marks) • Category 5: The consortium / Applicant must have completed at least 1 project related to Green rated buildings (IGBC or GRIHA). The minimum cost of the project shall be Rs. 100 Cr. (7.5 marks) <p>Notes:</p> <p>a) 40% marks shall be provided for one assignment in each category.</p> <p>b) 20% additional marks shall be provided for each additional assignment for up to next three assignments in each category.</p>

S no	Criteria	Marks	Criteria	
2.	Understanding, proposed methodology and work Plan	30	<ul style="list-style-type: none"> • Evaluation will be based on the quality of submissions and relevance to terms of reference • Approach and Methodology (15 marks) • Work plan (05 marks) • Presentation (10 marks) 	
3.	Relevant Experience of the Key Personnel	30	a) Educational Qualification	15%
			i) Meets minimum qualification	10%
			ii) Additional relevant qualification (only additional post graduate degree or doctorate)	5%
			b) Number of years of experience	15%
			i) Meets minimum number of years of experience	10%
			ii) Any additional number of years of experience maximum upto 5 years (1% marks for each year)	5%
			c) Experience relevant to requirements under terms of reference	70% (14% for each assignment)
3.1	Team Leader cum Urban Management specialist	8	At least 15 yrs experience in Urban Sector. Experience of green building projects, preparation of CDPs/ Master plans/ Strategic Plan/ City Business Plans/ City Investment Plan/ Vision Documents.	

S no	Criteria	Marks	Criteria
3.2	Urban Planner	7	At least 10 yrs experience in Urban Sector. Experience of green building projects, preparation of CDPs/ Master plans/ Strategic Plan/ City Business Plans/ City Investment Plan/ Vision Documents.
3.3	Environmental Planner / Engineer	6	At least 05 years of related project experience. Professional experience in environmental management, clean technologies, planning and policy, applications of environmentally sustainable water sanitation and solid waste management techniques
3.4	Energy efficiency specialist and climate change modeller	5	At least 10 years of professional experience in energy efficiency applications and retrofits to urban services Climate Change modelling experience of at least 05yrs. Experience in Green / Renewable energy technologies. Should be accredited professional of IGBC or GRIHA
3.5	Landscape architect	4	At least 05 years of professional experience in green landscaping in urban areas. Should be accredited professional of IGBC or GRIHA

Note:

- In case of consortium, combined technical experience would be considered.

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F) as specified in clause 3.3.3.

- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form -2 of Appendix-II, will be considered.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

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

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.75 and 0.25 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score).

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 Consultant, 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 Consultant 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 Consultant, 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 therefrom, 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 consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the 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. 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 course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions 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.
- 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 1.1.3)

Consultancy Services for
**Appointment of Planning Consultant for Green and Blue Master Plan for
Bhopal Smart City**

Terms of Reference (TOR)

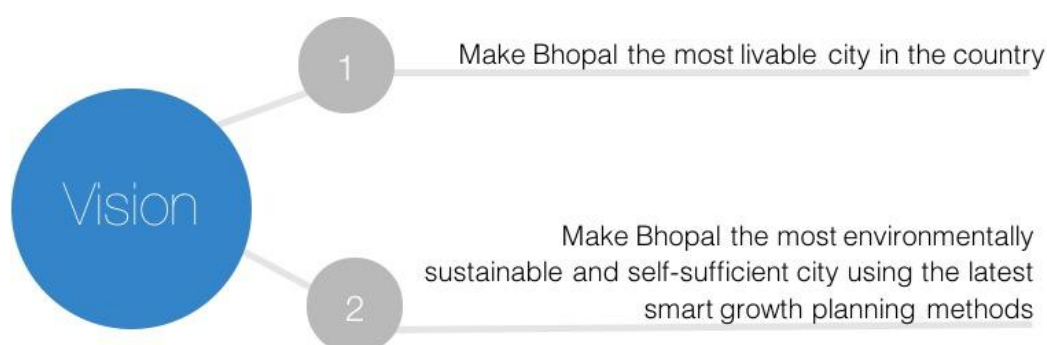
1. Vision & Introduction

Bhopal is also known as the “city of lakes”. It has approximately 30,000 acres of green cover as it has two large lakes and several natural parks including a national park where animals are kept in their natural habitat. However, Bhopal’s tree cover has reduced drastically over past several decades. For instance, the green cover reduced from 92% in 1977 to 67% in 1992. Moreover, with the current rate of urbanization, it is expected to reduce to 11% by 2030* (*Source: Centre for Ecological Sciences, IISc, Bangalore).

Consequently, Bhopal Municipal Corporation (BMC) and Bhopal Smart City Development Corporation Limited (BSCDCL) has decided to create a “green master plan” for the city. The main goals of the plan are:

- i) to maintain and grow the green cover
- ii) to further influence the lifestyle indicators of the citizens
- iii) to promote an environmentally sustainable city.

The BSCDCL has decided to create a Green Master Plan with the following vision:



Bhopal will serve as a model city, the first city to create a sustainable system that can be replicated in the rest of the country

Along with the BMC, the BSCDCL has decided to establish Bhopal as a model city for an integrated green and blue master plan. The vision is to make Bhopal one of the most live able cities and have high lifestyle indicators. The integrated green and blue master plan is not only to improve the living standards of the citizens but also develop a sustainable smart growth approach for the city.

The goal of the integrated green and blue master plan and the vision for the city is to set Bhopal on the international map. This will not only make Bhopal the most livable city in the country but will also create conditions for local and international businesses to thrive in the city as well in the neighboring region. The larger aim is to set Bhopal as the place for **people centric development** and a **cultural hub for arts, architecture, crafts and natural heritage**.

TERMS OF REFERENCE

1. Background

In 1956 Bhopal was declared the capital of newly re-organized State of Madhya Pradesh. In the same decade, the Industrial Township of Bharat Heavy Electricals Limited (BHEL) was also established 3 km east of the then city boundary. As a result of these two interventions, Bhopal has witnessed a substantial population growth. Capital Project Township T. T. Nagar was built south of the lakes to support the capital. The military cantonment moved to Bairagarh area to the west of the old city.

In the decade 1971-1981, the city boundary was increased to bring BHEL Township and Bairagarh within the Bhopal Municipal Corporation limits. The wards increased from 39 to 56. The new wards added were 1-5 and 47-56 while some older wards were subdivided. In 1994, the number of wards in the city increased to 66 though the city boundary remained the same. Bhopal has not grown as a single city but as discrete townships, with sparse outgrowth in between, as follows:

- The old city and its periphery,
- BHEL Township,
- Capital Project (T. T. Nagar),
- Bairagarh, and
- New out growth.

Today Bhopal has grown into a city, which in spite of being modern upholds the patrician mark of its bygone rulers. The city provides a fascinating blend of scenic beauty with its lakes, parks, temples, mosques, gardens, museums, statues and buildings.

The city is blessed with a beautiful topography blessed with ridges in between. Because of the undulating terrain and lot of water bodies, there is a lot of scope for integrating the green and blue spheres. There are about 13 ridges within the city which is dotted with many lakes. The ridges are: Shamla Hill Ridge; Arera Hill Ridge; Char Imli Hill Ridge; Idgah Hill Ridge; Singar Choli Hill Ridge; Baghsewania, Laharpur, AmarawadKhurd Ridge; SinghpurSewania Gond Hill Ridge; Sewania Gond Hill Ridge; Premtura-Dharampuri Hill Ridge; Chhawani Hill Ridge; Hill configuration around the Kaliasote; and the Kerwa. These ridges give beautiful backdrop to the city from many vantage points. However, the haphazard development and encroachment of the hillocks is resulting into a chaotic urban scenario. Using the opportunity provided by the Smart City initiative, the city is looking forward to develop a Green Master and blue Plan in order to achieve the following objectives. Below table shows some salient features of the City, Bhopal.

Some features of Bhopal	
Population	23,71,061
Municipal Area	450 SqKm
Area of the city	285.00 Sq Km
Population Density	3,887/km ² (10,070/sq mi)
	As per CDP - 50 pph
Literacy	85%
Elevation	527 m (1,729 ft)
Precipitation	1,123.1 millimetres (44.22 in)
Avg. high temperature	31.7 °C (89.1 °F)
Avg. low temperature	18.6 °C (65.5 °F)
% of the State Population	2.57%
Sex Ratio	890
% of Slum Population	31.0 %
No of Wards	85
No of Zones	19
Water Supply	234.3 MLD
Solid Waste generated	550 T per day
Height above MSL	Height varying from 460 to 625 MSL.
Wind Direction	Westerly and south –westerly.
Drainage pattern	Three main valleys provide the natural drainage
Physical features	Hilly terrain sloping towards north and south-east
Mineral Resources	There are no known, minerals
Soil Profile	Hard red soils with rocky outcrops and black cotton soil having depth ranging between 4' to 10'.
Economy	Economy is driven primarily by cotton, electrical goods, jewellery and chemical industry.
Institutions in the city	ISRO (Master Control Facility), AIIMS, National Law Academy, MANIT and SPA along with 200 engineering, management and medical institutions.

2. Scope of Work

From Green Cities—A Sustainable Urban Future in Southeast Asia, a Technical Assistance document from ADB, guidelines for preparing a Green City Action Plans is provided. We adapt the similar guidelines and propose to develop a Green and blue Master Plan for the city of Bhopal. It is envisaged that the same will be achieved by:

- (i) Developing an urban profile covering environment and socioeconomic conditions, and a needs assessment for city to identify and prioritise potential urban sector projects for increasing resource efficiency and resilience in urban services; and
- (ii) Developing an urban management and implementation plan, including investment and capacity development plans for new initiatives and retrofits for the short and long term. Short-term investment projects will focus on resilient urban services in transport, energy, and environment (water, wastewater, and solid waste).
- (iii) Creating green spaces within the city with respect to urban design principles.

1.1. Main objective: to develop and implement policies, programs, and projects that mainstream integrated urban planning and environmental management that will enhance the, social, and *environmental sustainability of urban infrastructure and services.*

It is envisaged that the city of Bhopal will have Green and a Blue Master Plan under the ongoing Bhopal Smart City development project. The purpose of Green master Plan is to achieve a 100% green buildings and neighborhoods in phases. Apart from providing the basic services (e.g. water supply, sewerage, urban transport) to households and build amenities for all, this Green Master Plan will envisage full utilization of the land parcels. Some of the **basic principles** of the Green and blue master Plan will be:

- i. Ensure that 100% of the houses and the buildings are green by the horizon year 2036;**
 - a. Feasibility of converting the existing building stock towards Green rating
 - b. Prepare implementable strategies for making all the future construction green¹ and convert the existing building stock in to green rating in a phased manner
 - c. Provide options and technologies which are adaptable and customizable for Bhopal city

¹ Green rating acceptable to the Client – either IGBC, GRIHA, or any other prescribed format.

- d. Devise incentives (and disincentives) based system to encourage individuals, associations of individuals and institutions to adhere to the Green guidelines²
 - e. To provide strategy for Retrofitting of existing buildings to check how much Green they are and identify the potential to become Green.
- ii. **To provide quality of life to its citizens by improving natural resources of the city and neighborhood;**
 - a. Provide evaluation and monitoring mechanism to ensure that the strategies are working.
 - b. To provide Green urban spaces and O & M policy
 - c. Reduce impacts of pollution on surrounding areas from solid and liquid waste disposal
- iii. **To provide strategies to making Bhopal resilient considering existing vulnerabilities and various scenarios of climate change**
 - a. Identify social, physical, economic and ecological vulnerabilities
 - b. Develop various climate change induced scenarios for the city informed by city expansion and changing per capita resource use
 - c. Provide shocks and stress mitigation measures in order to minimize the risks and transfer the risks across institutions.
- iv. **To propose strategies to connect open spaces across the city – through green-blue channels integrating with the pedestrian pathways pan city**
 - a. Identify existing and potential green areas within the city and the surrounding areas (either manually or using remote sensing techniques) and documenting the same along with the broad ownership details
 - b. Developing an ecological Continuum Connectivity.
- v. **To promote public transport and encourage integration of non-motorized transport as a means of commute within the city**
 - a. Identify methods to how to make the existing transport networks, Green
 - b. Combine motorized and non-motorized transport modes in order to achieve mitigate the externalities of the motorized transport
 - c. Integrate green infrastructure with the transport network to ensure mitigation of pollution.
- vi. **To formulate a periodic evaluation and monitoring system**
 - a. Propose and provide a mechanism to monitor and evaluate the achievements in the above mentioned components
 - b. Provide formats to various departments to prepare, update

² Guidelines prepared by the Consultant for the implementation of Green Master Plan

and provide periodical updates on various milestones

- c. To announce incentives (in the form of prizes, awards, trophies) to individuals, association of individuals and institutions for achieving results.
- d. Minimizing the waste and optimal use of resources to aid to reducing the foot-print
- e. To explore the urban metabolism of carbon and suggest methods to close the waste loops and generate green outputs (manure and gases, etc.)

vii. To Integrate the Green Master Plan with Blue Master Plan.

viii. Green Cover AS - IS study and inventory.

The as is map will be prepared at a scale of 1:10,000 on GIS platform and the green areas will be marked with dominant species and dominant age of the trees. The older trees with DBH of more than 60 cm will be marked in the map. The associated database will also include, current ownership and management arrangements.

All water bodies larger than 0.25 ha will be marked. Catchment area and drainage inlet and outlet details will be marked along with area encroached during last five decades based on toposheets and cadastral maps. The database will include the areas, average depth, quality of water, seasonal and perennial inlets, sewage inflow, weed growth & other problems faced. current ownership and management arrangements, flood incidences in catchment and due to outflow will also be collected.

ix. Topographical studies for undulating areas, plant species to be planted etc.

Topographic map will be prepared in 1:10000 scale on GIS platform. Contour interval of 1 m will be necessary. The existing open drainage and blockages/bridges and other obstructions will also be marked.

Based on the terrain analysis type of suitable species will be identified. Requirement of fence, Irrigation needs during juvenile stage, shade tolerance and also other horticultural requirements will also be provided.

x. Identify options for increasing green cover, carbon fixation and ecologically sensitive energy saving options across scales including options such as urban agriculture, green roofs, conservation of local water bodies.

The options will be provided for public gardens, avenue plantations, private green areas, shade trees to protect buildings and green roofs etc. The options will also include possible promotion of these greening projects and possible management options. In case of green roofs etc, possible technologies for irrigation etc. will be provided. Indicative costs for each one of the options will also be provide. A package of practices for the greening projects will be provided.

It is necessary to provide options for AMC of these green cover project through micro enterprises.

A detailed plan for conservation of water bodies will be developed. Starting with the proposing possible use and conservation goals for each water body. It will also identify current challenges, possible stakeholders for conserving each water body, institutional arrangements, finance requirements, possibility of income generation through fisheries, tourism etc. and possible funding sources to conserve them.

xi. Review of Municipal mechanism for O & M.

Current O&M mechanism of green cover and water body conservation of the municipality, staff availability, budget and status of conservation will be analyzed. The analysis should identify gaps and possible methods for future engagement of other stakeholders including possibility of devolution to some or all roles to the stakeholder groups//private sector.

xii. Identify existing and proposed stakeholders and roles for planning, implementing and managing green and blue infrastructure.

Conduct a detailed stakeholder analysis and prepare report including their capacity, interest and willingness to engage in implementing green initiatives. Following groups of stakeholders need to be included: private sector including industries, chamber of commerce, real estate groups, shopkeepers and hotel owners associations, communities including resident welfare associations, faith groups and caste associations, poor. Egalitarian institutions including Civil society organizations, Academic institutions, faith groups, media etc. The activities include actual implementation and conservation, financing, awareness campaigns, research, monitoring etc..

xiii. Develop Policy and practical mechanisms to devolve roles to different stakeholders across scales.

Involvement of ground level organizations and communities is critical for ensuring the green and blue master plan to work and sustain. Devolution of roles and responsibilities will be essential part of the master plan to reduce burden of management on municipality alone. It is suggested that agreements with the local stakeholders will be essential for ensuring these. It is suggested that the agreements should ensure public access and rights while devolving roles to the local stakeholders. A set of policies to facilitate devolution are necessary along with guidelines and different types draft agreements. These agreements may include multiple parties taking up different roles.

xiv. Mechanisms to ensure Community level participation in the city for building awareness, implementation and management of local green and blue resources.

It is necessary to develop interest and get buy-in from the communi-

ties to ensure sustainability of interventions. These would require a variety of tools and methods including mass campaigns, focused awareness programs et cetera. Also communities may require different types of support for implementation and management of the resources. A strategy for ensuring community level participation needs to be worked out with sufficient details including target groups, and potential roles for the communities and possible support required from other stakeholders.

- xv. Create options for green jobs, especially focused on normal workers and small and medium scale local enterprises.**
The activities such as water body conservation, cool roofs and green roofs, urban agriculture et cetera can potentially create jobs in installation and operations and maintenance. Annual maintenance contracts may be one of the options to ensure O&M. Feasibility of developing skill development centers and in the entrepreneurship training programs may be necessary to promote skilled workers and micro enterprises to ensure sustenance of green and blue programs.
- xvi. Develop options for developing rural - urban inter linkages to strengthen green practices (e.g. food, nutrients and manure) and reducing pollution impact foot prints of the city.**
It will be necessary to connect the surrounding to the areas with the city green and blue master plan implementation activities. A significant amount of synergy is possible between rural and urban areas in making cities green and water sensitive. A set of options should be created and documented for possible linkage between city and their to the hinterland.
- xvii. Mechanism for O & M, after execution of the packages.**
O&M will be important for managing the water bodies as well as green areas. A set of options for O & M should be explored and documented which can be grounded by involvement of other stakeholders, if necessary.
- xviii. To design and implement Climate resilient policy.**
Bhopal faces both temperature and precipitation extremes. Green and blue master plan should be informed by the climate variability and change and be able to increase the resilience of the city to these climate extremes. An analysis of climate -related risks specific to Bhopal should be done and potential for integrating resilience in green and blue master plan should be explored. Specific measures for improving resilience two temperature and precipitation extremes should be provided.
- xix. Blue water and grey water maintenance and efficient use.**
The city's water bodies face challenges of pollution from grey and black water flow from the city. The purpose of this activity is to reduce pollution into the water bodies by managing the grey and black water flowing into them. This study will focus on integrating green master plan with the blue master plan by using ecological engineering as the methods to reduce the pollution in the water bodies.

- xx. To provide Strategies for carbon footprint reduction in the city.**
Decarbonization of the city is necessary to ensure sustainability and reduce air pollution. Also, with increasing pressure on reduction of fossil fuel use, the city need to learn to reduce the carbon footprint and learn to live with minimal carbon consumption by increasingly using the circular economy of the carbon. This study will develop m strategies to reduce carbon footprint of the city. Indicative measures to reduce the carbon from print by intelligent use of green areas should be explored. Strategies for Reduction in use of energy for space cooling through greening the city, reuse of carbon within the city should be developed
- xxi. To introduce and implement Green building policies with respect to LEED and GRIHA guidelines.**
It may be necessary to ensure that the all new buildings meet the LEED / Griha specifications. Strategies to introduce and implement these guidelines should include awareness generation, creating an enabling environment, ensuring buy-in from diverse stakeholders and introduction of regulations is necessary to ensure adherence. This study will provide strategies to mainstream these guidelines in the city.
- xxii. Water and lake conservation policy review with implication methodology.**
There is a need for revisiting the current lake conservation policy, as it relies mostly on the government stakeholders only. Multiple stakeholder engagement, as well as devolution of certain responsibilities such as catchment management are necessary to ensure sustainable management of the lakes. First of all it is a necessary two define the possible use and goals for ensuring sustainable conservation of lakes. Currently the lake is used for different conflicting uses such as drinking water source and recreation. Resolution of these conflicts are necessary to define the new goals for conservation.
- xxiii. Provision of Rain water harvesting in the existing and newly constructing buildings.**
Rainwater harvesting is necessary to reduce the impacts of growing demand as well as build resilience to climate change. This study may explore the feasibility of rainwater harvesting in existing building types and new buildings. Retrofitting options will be developed or dominant building types and contexts within the city.
- xxiv. Action plan for implementation of all the activities and integration with ongoing projects of Solid waste Management and sewerage projects of Bhopal Municipal Corporation**
For successful implementation of green and blue master plans, it is essential to develop synergy with other current and ongoing programs on solid waste management, sewerage which are directly

linked with green and blue master plan is. An action plan should be developed integrating these programs with the green and blue master plans. Anticipatory planning will be required we include other possible projects in solid waste management and sewerage sector that can be integrated with the blue and green master plan is

xxv. To study and make the Green master plan such that it can complement with the other government schemes like AMRUT, Housing for All etc. (Convergence with other Projects)

This study will explore potential to build convergence with the AMRUT and Housing for All programmes being implemented in the city. It is an opportunity to demonstrate many green and blue technologies and practices in the ongoing programs, so that the other stakeholders can be potentially influenced to integrate green and blue master plan elements in their activities and neighborhoods. This master plan will be integrated with the other programs so that they can complementary to each other.

xxvi. Creating a platform for promotion of indigenous green technologies in the form of support center.

It will be necessary to create city level platform to engage in implementation and sustenance of the master plans. This platform will comprise of diverse stakeholders and experts. It is also necessary to develop centers for building skills, promote technologies and offer support in implementation of green technologies to other stakeholders. This study will identify suitable options for setting up and managing such a citywide platform and the Centre for grounding green master plan. Strategies for promoting context specific indigenous green technologies can be explored through this study.

2.2 Description of services

The Consultant will assess and review

- i. Urbanization trends in the city, including financial, management, governance, and institutional capacity to undertake urban development programs and projects broadly
- ii. Current urban metabolism covering water, energy and carbon (incl. Fossil fuel and biomass) cycles, and best practice scenarios.
- iii. Medium- and long-term urban development and sector plans in the city, such as
 - (a) existing policies, plans, reports, standards, and studies relating to urban infrastructure investments, physical planning, design, and management;
 - (b) current socioeconomic development plans and city master plans (if any); social equity concerns (recommendations on policy and institutional reform) and readiness to address these challenges, and identify best practice across cities;

- (c) existing subsector development plans (as applicable to sustainability) including urban roads and drainage, water supply and sanitation, solid waste management;
 - (d) future development and priority needs in the project area, including retrofitting options; and inform the integrated urban sustainability assessments for improvements and necessary updates for the existing development plans; (based on this the Consultant will formulate an urban profile and baseline); and
 - (e) other information related to sustainability of (existing) investments in the urban sector, including climate vulnerability especially, parameters such as (lack of) urban climate resilience, which may affect critical urban infrastructure;
- iv. Understand and estimate the core capacity and institutional structures required for integrated urban planning and environment management; plans and policies, program and project formulation, and management of service delivery with the objective of developing urban management partnerships among stakeholders (potential options for developing the following innovative mechanisms for implementing Green City will be explored and recommended):
 - (a) knowledge sharing and improved competency in integrated urban planning, environmental management, and climate resilience; strengthened capacity for green city project implementation; skills development; and vocational education for green industry;
 - (b) existing financial mechanisms for the urban sector and innovative finance mechanisms for sustainable Green City development, such as structuring ward-specific models for urban infrastructure finance facilities and their scope of operations and indicative financing needs;
- v. Spatial development needs covering policies and applications related to
 - (a) Sustainable transport;
 - (b) Technologies related to green buildings;
 - (c) Open space management including greenways and neighbourhood greening, public space for recreation, open spaces, street lighting, home zones, and urban farming;
 - (d) Infrastructure resilience covering essential services such as water supply; wastewater treatment; solid waste management; sewerage systems and storm-water drainage; adequacy, coverage, and efficiency of urban services taking particular note of the environmental conditions, i.e., sanitation, street drainage, garbage collection, and urban forestation; and
 - (e) Urban density, overcrowding, and quality of housing with particular consideration to poor urban communities;
- vi. Water and sanitation needs, including policies and applications related to
 - (a) water resource management, i.e., basin-level management of shared water resources, including delineating, mapping, and managing urban watersheds/water bodies;
 - (b) water security: household, economic, and environmental water security, including waterborne diseases; and water-related disaster resi-

- lience;
 - (c) water management, governance, and use, e.g., regulatory framework; demand-side management and planning; institutional coordination and capacity; efficiency of water-saving devices, nonrevenue water, and private sector participation;
 - (d) water supply, such as energy efficiency in water production, infrastructure, coverage, access, quality of service;
 - (e) sanitation and wastewater management, i.e., access to sanitation, sewerage collection, treatment plants, wastewater disposal, treatment facilities, and recycling; and
 - (f) flood control, including efficient street drainage;
- vii. Potential for redeveloping and retrofitting
- (a) Brownfield, urban renewal, and infill buildings;
 - (b) old buildings and infrastructure to improve resource consumption and energy efficiency; and
 - (c) innovative, environment-sensitive technologies for infrastructure such as water, sanitation, energy, building technologies, including waste to energy, and enhanced composting;
 - (d) Develop options for improving circular economy of water by measures such as decentralized waste water treatment, recycling and reuse and integrating water and biomass cycles across scales. These options should be informed by urban metabolisms study as mentioned above.
- viii. Good practice examples and potential for replication in the selected cities including
- (a) improvement of environment infrastructure; climate resilience of critical infrastructure such as water supply, wastewater, and solid waste management; application of innovative treatment technologies; and
 - (b) improved livelihood and employment potential through improved tourism, green industries, and low carbon transport; The Consultants will develop a comprehensive Green City database, comprising environment quality data and urban profiles across various income group locations.
- ix. The Consultants will develop the Green City Master Plan and provide long-term recommendations including
- (a) Identify existing and proposed stake holders across scales starting from households to city scales
 - (b) Policy and institutional reform, readiness to address identified challenges in each ward/zone, and identification of best practice across wards;
 - (c) Development and adoption of an environment charter;
 - (d) Identification of short-, medium- and long-term goals, stakeholders, actions, and targets with performance indicators covering means and options to conserve energy and water, reduce waste, address global warming, tailor urban design, protect natural habitats, improve transportation options, and reduce risks to human health;

- (e) Design ward/neighborhood level Green technology support centers that can develop awareness, train local practitioners and provide technical support services to potential users to promote green technologies across scales
 - (f) Identify options and potential solutions for improved, sustainable, and energy efficient water supply, sanitation, and solid waste management in the selected project cities;
 - (g) Financial mechanisms for accessing resources;
 - (h) Institutional mechanism for implementation and capacity development plans; including the capacity building and training assessment; and
 - (i) Development of mechanisms for monitoring environmental quality through methods such as Remote sensing data, and integration of high quality low density data by municipality/ third party as well as participatory, low quality high density data on environmental parameters
 - (j) Develop incentive mechanisms for promoting and celebrating green living. Such as seasonal/ annual green festivals, awards etc.
 - (k) Alignment with global targets such as the UNEP accords and applicability of International Green City Environment monitoring indicators, monitoring Green City performance, and structuring a comprehensive Green City database comprising environment quality data and urban profile; and development of a Green City *scorecard*.
- x. The Consultant while attempting to achieve the above mentioned principles, need to keep the following in mind:
- (a) Define the roles of all the stakeholders –households, private sector, city administration, citizen groups, informal groups &NGOs etc. who can promote green practices.
 - (b) Make sure that all the interventions are integrated across scales and stakeholders in order achieve synergy.
 - (c) The House, Neighborhood, Colony, Ward, Zone and City level (HNCWC) interventions should be identified and integrated,
 - (d) Water-Energy-Biomass interactions need to be integrated to develop a good Green City Master Plan

NOTE - All the data collection, validation and measurement are to be done by consultant from various agencies or relevant offices for the aforesaid work.

SECTION 3-GENERAL INFORMATION

3.1 Acts, Rules and Guidelines to be followed:

The Consultant is expected to prepare all the necessary documents as per the following acts, rules and guidelines as approved legally.

1. Smart cities – Mission Statement and Guidelines, MoUD, 2016
2. URDPFI Guidelines, 2015
3. The Madhya Pradesh Municipalities Act, 1961
4. The Madhya Pradesh Municipal Corporation Act, 1956
5. Madhya Pradesh Bhumi Vikas Rules, 2012
6. Madhya Pradesh Town and Country Planning Act, 1973

3.2 Time Frame for the Assignment

The time for completing the Assignment would be 52 weeks.

3.3 Team Composition

The Key Experts to be proposed in this assignment shall be from the organisation itself or from the legal consortium. The Qualification Requirement of Key Experts is indicated below:

1	Team Leader cum Urban Management	Postgraduate Degree in Urban Planning/ Urban Management or equivalent	<ul style="list-style-type: none"> • At least 15yrs experience in Urban Sector. • Experience of project management, preparation of CDPs/ Master plans/ Strategic Plan/ City Business Plans/ City Investment Plan/ Vision Documents.
2	Urban Planner	Master's degree in Urban Planning	<ul style="list-style-type: none"> • At least 10yrs experience in Urban Sector. • Experience of project management, preparation of CDPs/ Master plans/ Strategic Plan/ City Business Plans/ City Investment Plan/ Vision Documents.
3	Environmental Planner / Engineer	Master's degree in Environmental Planning/Engineering	<ul style="list-style-type: none"> • At least 05 years of related project experience • Professional experience in environmental management, clean technologies, planning and policy, applications of environmentally sustainable water sanitation and solid waste management techniques
4	Energy efficiency specialist and climate change modeler	Master's degree in Energy Studies or Civil Engineering with relevant experience in energy related studies in urban areas	<ul style="list-style-type: none"> • At least 10 years of professional experience in energy efficiency applications and retrofits to urban services • Climate Change modelling experience of at least 5yrs • Experience in Green / Renewable energy

			technologies.
5	Landscape architect	Master's Degree in Landscape architect	<ul style="list-style-type: none"> At least 5 years of professional experience in green landscaping in urban areas

3.4 Output, Deliverables, Payment Terms

The following outputs are expected to be delivered in stages in total duration of assignment.

S.No	Deliverables	Number of copies	Time Period (Cumulative) from the date of start of Assignment	Payment Schedule
0	Signing of contract		T	Nil

S.No	Deliverables	Number of copies	Time Period (Cumulative) from the date of start of Assignment	Payment Schedule
1	Inception report (including methodology, scope of the study, data collected, etc.)	3 Hard copies with soft copy in editable version	T+4 weeks	10% of the contract price on acceptance of report by SPV
2	Concept Plan (including Needs identification within each sector; Stakeholder mapping; Roles and Actions across Stakeholder's)	3 Hard copies with soft copy in editable version	T+12 weeks	25% of the contract price on acceptance of Plan by SPV
3	Pan city multi-stakeholder workshop		T+13 weeks	5%
4	Draft Green Master Plan (including GDCR; development simulation for a small area; Institutional Framework; Investment Plan; Financial Mobilisation; etc.)	3 Hard copies with soft copy in editable version	T+32 weeks	25% of the contract price on acceptance of Plan by SPV
5	Pan city multi-stakeholder workshop		T+42 weeks	5%
6	Final Draft Green Master Plan	5 Hard copies with soft copy in editable version	T+ 52 weeks	30% of the contract price on acceptance of Plan by ULB/SPV

Note: Processing time is the time between submission of the stage report and issue of the minutes for approval/modification of the same and would be about 30days. The period between the submission of stage report and its processing would not be included in the period of assignment.

The Consultant will be required to make a presentation before the Evaluation Committee with in a week of submission of each of the above reports. The observa-

tions/suggestions of the Evaluation Committee will be incorporated in the next stage of submission.

The payment will be due on approval of the stage reports and on raising of bills/ invoice by the consultant after the approval of the stage report. The processing time of the payment will be 60 days for final payment and 30 days for all other payments.

3.5 Procedure for Monitoring & Review of the Assignment

The Consultant's work will be monitored and reviewed by the Evaluation Committee under the BSCDCL assigned Committee.

The Consultant shall submit each of the above-mentioned deliverables as per the schedule mentioned above. This will be followed by a presentation to the Evaluation Committee within a week, where in, the Evaluation Committee members shall give their comments and suggestions in the form of feedback. Subsequently, the Consultant will incorporate all such comments and suggestions in their next stage report.

The Consultants will be provided space in the office of BSCDCL and should work hereby in the office during the tenure of project.

Note: Monthly Progress Reports

The Consultant shall submit progress reports on monthly basis to the Client to keep track of the project activities during the entire implementation phase. The consultant will also submit a report on Key learning and lessons learned and a way forward.

SCHEDULE-2
(See Clause 2.1.3)

CONTRACT FOR CONSULTANT’S SERVICES

Project Name/Planning consultant for Green and Blue Master Plan Project for Bhopal Smart City

Contract No. _____

between

[Name of the Authority]

and

[Name of the Consultant]

Dated: _____

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AGREEMENT

APPOINTMENT FORCONSULTANCY SERVICES PREPARATION OF GREEN MASTER PLAN FOR SMART CITY - BHOPAL

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Planning consultant for Bhopal smart city (hereinafter called the “**Consultancy**”) for the Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1. Definitions and 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) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;

- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) Deleted
- (i) “**Government**” means the Government of
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (m) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant 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 Consultant’s proposal for providing Services was accepted;
- (q) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “**Sub-Consultant**” means any entity to which the Consultant 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 Consultant or a Sub-Consultant.

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

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

1.2. Relation between the Parties

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

1.3 Rights and obligations

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

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

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 Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside 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 Consultant 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 Consultant; provided that if the Consultant 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 and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

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

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Con-

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

.....

.....

Tel:

Mobile:

Email:

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

1.1. Effectiveness of Agreement

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

1.2. Commencement of Services

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

1.3. Termination of Agreement for failure to commence Services

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

1.4. 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 Consultant hereunder.

1.5. Entire Agreement

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

1.1.2. 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.

1.6. 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.

1.7. Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking

Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.1.2.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.

1.1.3.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.

1.1.4.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.

1.1.5.Payments

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

1.1.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

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

1.9. Termination of Agreement

1.1.1. By the Authority

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;
or

- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

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

2.9.5 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 Consultant (after off-setting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (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 Consultant'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 CONSULTANT

1.1. General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

1.1.2. Terms of Reference

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

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

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

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

3.2.3 Prohibition of conflicting activities

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

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

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

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade

commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and 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 Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, 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 Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (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 Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

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

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental

instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

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

3.4 Liability of the Consultant

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

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

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

- (i) for any indirect or consequential loss or damage; and

- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability 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 Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore]³;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

1.6. Accounting, inspection and auditing

³ This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore.

The Consultant shall:

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

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

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

- (a) appointing such members of the 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-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

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

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

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

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

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

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such 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 Consultant 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 Consultant 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 authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

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

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and manday rates are specified in Annex-3 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 Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) 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 Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The 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 Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at 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 Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

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

subject to reduction of remuneration equal to 5% (five per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

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

4.7 Sub-Consultants

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

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

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

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant 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 Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1. Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in 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 Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

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

6.3. Mode of billing and payment

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

- (a) A Mobilisation Advance for an amount upto 10% (ten percent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 10% (ten per cent) per annum and shall be adjusted in four equal installments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth installment due and payable thereafter.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such 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 Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 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 Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (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 Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance

with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.

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

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

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

7.2.2 Liquidated Damages for delay

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% (Zero point five percent) of the milestone payment per day, subject to a maximum of 10% (ten percent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant

in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

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

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 [Secretary, Department] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Bhopal, Madhya Pradesh where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf of	
Consultant:		Authority	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
In the presence of:			
1.		2.	

Annex-1

Terms of Reference
(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Key Personnel

(Refer Clause 4.2)

(Reproduce as per Form-7 of Appendix-I)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)

Annex-4

Approved Sub-Consultant(s)
(Refer Clause 4.7)

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

Annex-5

Cost of Services
(Refer Clause 6.1)

(Reproduce as per Form-3 of Appendix-II)

Annex-6

Payment Schedule
(Refer Clause 3.4)

Annex- 7

Bank Guarantee for Performance Security
(Refer Clause 7.1.2)

To

[The President of India/Governor of]
acting through
.....
.....
.....

In consideration of Bhopal Smart City Development Corporation Limited acting on behalf of the [President of India/Governor of] (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 “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Planning consultant for Green Master Plan Project for Bhopal Smart City Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so

made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be 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 Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 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. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All

conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

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

Sub: Appointment of Planning Consultant for Green Master Plan for Bhopal Smart City

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 Planning consultant for Green Master Plan for Bhopal Smart City(the "**Consultant**")Project. 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 Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant 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 arbitra-

tion 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 Consultant, 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 Consortium applying for Selection as a Consultant.
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 Consultancy for the Project 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 Consultant 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 Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (ninety) days from the PDD as specified in the clause 1.8 of RFP.
16. A Power of Attorney in favour of the authorised 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 Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule -2 of the RFP. We agree not to seek changes in the aforesaid form and agree to abide by the same.
19. 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 Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

I.1	Title of Consultancy:
I.2	Title of Project:Project
I.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
I.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
I.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:

	<p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
I.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalised by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
I.7	<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: RFP for Appointment of Planning Consultant for Green Master Plan for Bhopal Smart City

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

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory

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....., 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 the Planning consultant for Green Master Plan for Bhopal Smart Cityto Bhopal Smart City Project, proposed to be developed by the Bhopal Smart City Development Corporation (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	Annual Professional Fee from Advisory and Consultancy Services (Rs)
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 on account of professional fees from advisory and consulting services.		
(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:

1. Please do not attach any printed Annual Financial Statement.
2. In case of consortium, Form-5 shall be submitted by all members of the consortium.

APPENDIX-I

Form-6

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

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a) **Technical Approach and Methodology**: Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- b) **Work Plan**: Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c) **Organization and Staffing**: Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

Prescribed format:

Strictly follow the page limit of 15 pages, font type: arial, font size: 11, line spacing of 1.2 and normal margins. Non-conforming submissions may be disqualified.

APPENDIX-I
Form-7
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person days per month)									
		Position		Month 1	Month 2	Month 3	Month h...			
KEY PERSONNEL / SECTOR EXPERTS / SUPPORT TEAM / OTHER STAFF											
1	{e.g., Mr. aaaa}	[Team Leader]	[Home]	[2 days]	[10]	[14]					
			[Field]	[20]	[12]	[8]					
2											
3											
4..											
	Subtotal										

Note:

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the clause 2.1.4.
- 2 Months are counted from the start of the assignment/mobilization. One working day shall be not less than 8 (eight) working-hours.

- 3 “Home” means work in the office of the expert’s place of residence or Applicant’s office.
“Field” work means work carried out in the Authority’s office or any place assigned by the Authority to carry out the services.
4. All the key experts are need to work from the office of BSCDCL.

APPENDIX-I
Form-8

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				

APPENDIX-I
Form-9
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 Rscore) [£]
(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.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

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

**Certificate from the Statutory Auditor[§] of [Name of Company]
/ Chartered accountants**

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 / Chartered Accountant :

[§] 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: In case of consortium, Form-9 for each consortium member shall be submitted.

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

	Name of company:
	Assignment name:
	Description of Assignment:
	Approx. value of the contract (in Rupees):
	Approx. value of the services provided by your company under the contract (in Rupees):
	Country:
	Location within country:
	Duration of Assignment/job (months) :
	Name of Client:
	Client address and contact information:
	In case of consortium, whether your company was Lead member or other consortium member:
	Total No of staff-months of the Assignment:
	Total No of staff-months provided by your company:
	Start date (month/year):

	Completion date (month/year):
	Name of associated Consultants, if any:
	Name of senior professional staff of your firm involved and functions performed.
	Description of actual Assignment/ provided by your staff within the Assignment:

Note:

1. Use separate sheet for each Assignment.
2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used: font: arial, font size: 11, normal margin.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

APPENDIX-I

Form-11

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:[For each position of key professional separate form will 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. Membership of Professional Associations:

9. Other Training:

10. Countries of Work Experience:[List countries where staff has worked in the last ten years]:

11. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

12. Employment Record:[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Employer:

Positions held:

13. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment]

14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment or project:

Employer:

Year:

Location:

Main project features:

Positions held:

Activities performed:

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

Note:

1. Use separate form for each Key Personnel and each Sector Expert.
2. Each page of the CV shall be signed in ink by the Personnel and countersigned by the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
4. Each Key Expert CV shall not exceed 5 pages and sector expert CV shall not exceed 3 pages.

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Appointment of Planning consultant for Green Master Plan for Bhopal Smart City

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Planning consultant for Green Master Plan Project for Bhopal Smart City Project for above.

I/We agree that this offer shall remain valid for a period of 120 (One hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

APPENDIX-II
(See Clause 2.1.3)

Form-2

Financial Proposal

(On Applicant's letter head)

Consultancy Fees for First three Phases	
Consultancy Fees (including fees, out of pocket expenses, contingencies, etc.)	
All Taxes and other duties excluding service tax	
Total Cost in figure (in INR)	
Total Cost in words	

Note:

1. The commercial figure quoted will be an all-inclusive figure – inclusive of out-of-pocket expenses and all taxes except service tax, etc payable. No out-of-pocket expenses will be reimbursed separately. The commercial quote include separate out of pocket expenses or any taxes except service tax, such a Financial proposal will be treated as an invalid proposal.
2. All taxes quoted will be assumed to be as on 10th day prior to the date of submission of bid. Any changes in the statutory taxes or levies affected by Central/State/Other Government bodies after this date will be considered and applied after due authorization.
3. No escalation on any account will be payable on the above amounts.
4. The aforesaid fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of amount of in-house photocopying and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable. The said fees, however, will not include counsel fee, outstation travel, faxes,

couriers and postage, collections and deliveries, subscriptions to special services and specifically required stationery and bulk photocopying.

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:

