

SELECTION OF CONSULTANT FOR PROVIDING
COMPREHENSIVE ARCHITECTURAL SERVICES
FOR DEVELOPMENT INTIMATE THEATRE, OPEN
AIR THEATRE AND OTHER AMENITIES BESIDE
BHAWARTAL GARDEN, JABALPUR.

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DISCLAIMER

The request for proposal document contains two volumes

Volume I	Instruction to Bidders
Volume II	General Conditions of contract

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

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of

anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process.

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

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

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

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

SECTION - I

1. INTRODUCTION

1.1 Project Background and Objectives

- 1.1.1 Jabalpur Smart City Limited (“JSCL” or “Authority”) intends to develop Intimate Theatre Open Air Theatre with other Amenities, besides Bhavartal Garden Jabalpur. The buildings shall be integrated with the existing surrounding areas of bhawar tal garden. The Building has to be a modern, hi-tech for the proposed purpose.
- 1.1.2 With the aforesaid objective, JSCL (“Authority”) invites proposals in prescribed format from Architectural firms/ Architect Planning firms for selection of consultant (“Technical Consultant”) for providing Comprehensive Architectural services for development of Intimate Theatre, OAT with Other Amenities (“the Project”)
- 1.1.3 Applicants are invited to submit a (“Proposal) comprising of the technical proposal (“Technical Proposal”) and a financial proposal (“Financial Proposal”) for providing consultancy services required for the Project. Those Applicants that submit the Proposal shall be called Bidders. The Proposal would form the basis of selection of the Bidders. The successful Bidder shall be called Technical Consultant. After selection a letter of award would be sent to the Technical Consultant and signing of the Service Agreement between the Authority and the Technical Consultant for providing the Services is envisaged.
- 1.1.4 The Scope of work (SOW) for the Project has been set out in Section II
- 1.1.5 JSCL reserves right to defer the signing of agreement for the said project, subject to the condition that the period of the deferment shall not exceed more than one year. In case the period of deferment exceeds more than one year the financial offer shall be modified with mutual consent or the consultant shall have liberty to exit without burden on any party whatsoever.
- 1.1.6 The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Proposals shall be prepared and submitted in accordance with such terms.
- 1.1.7 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope

of services and obligations of the Technical Consultant set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.

1.2 The Bidding process

- 1.2.1 The Authority has adopted a single stage bidding process in three cover system. The Bidders are required to submit their proposal through Key Submissions (Envelope -1), Technical Proposal (Envelope – 2) and Financial Proposal (Envelope – 3).
- 1.2.2 During this Proposal Stage, Bidders are invited to visit the site and examine the parameter and scope of work in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project.
- 1.2.3 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/Request for Additional Information: Proposal for the Selection of consultant ("Technical Consultant") for providing Comprehensive Architectural services for development Intimate theatre, Open Air Theatre and Other Amenities beside Bhawartal Garden, Jabalpur ("the Project").

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Pre Bid Meeting	31/03/2017
Last date of purchase of Tender Document	05/04/2017
Last date of submission of document online	18/04/2017
Last date of submission of document Hardcopy	22/04/2017 Before 05:30 Pm
Date of opening of Technical Bid	24/04/2017
Date of opening of Financial Bid	27/04/2017
Tender Document Cost	2000.00
Earnest Money Deposit	40,000.00

2. INSTRUCTION TO BIDDERS

GENERAL

2.1 General terms of Bidding

- 2.1.1 An Applicant can submit only one Proposal.
- 2.1.2 The Bidder should submit a Power of Attorney as per the format at **Appendix – II**, authorising the signatory of the Proposal to commit the Bidder.
- 2.1.3 The Financial Proposal should be furnished in the format at **Appendix – IV**
- 2.1.4 The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
- 2.1.5 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any Proposal or any information provided along therewith.
- 2.1.6 This RFP is not transferable.
- 2.1.7 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the General Conditions of Contract shall have overriding effect;

2.2 Cost of Bidding

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

2.3 Site visit and verification of information

- 2.3.1 Bidders are advised to submit their respective Proposal after visiting the site and any other matter considered relevant by them.
- 2.3.2 It shall be deemed that by submitting a Proposal, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;
 - b. received all relevant information requested from the Authority;
 - c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters above;

- d. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Service Agreement; and
- f. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.4 Right to accept and to reject any or all Bids

- 2.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.4.2 The Authority reserves the right to reject any Proposal and appropriate the Bid Security if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - c. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 2.4.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet

appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security.

- 2.4.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.4.5 The draft contract (Volume II) is provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.5 Clarifications

- 2.5.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3, the Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.5.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.5.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.6 Pre Bid conference

- 2.6.1 Pre-Bid conference of the Bidders is convened at the designated date, time and place. Invited bidders shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 2.6.2 During the course of Pre-Bid conferences, the Bidders 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

2.7 Amendment of RFP

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

3. PREPARATION AND SUBMISSION OF BIDS

2.8 Format and Signing of Proposals

- 2.8.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the prescribed formats and complete in all respects.
- 2.8.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Bid.

2.9 Sealing and Marking of Proposal

- 2.9.1 The Bidder shall submit the Proposal in the format specified in the RFP and seal it in envelopes.

2.9.2 The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:

Envelope 1: “Key Submissions”

- 3.1. Letter of Proposal in the prescribed format (Appendix I);
- 3.2. Bid Security in the prescribed format
- 3.3. Power of Attorney for signing of in the prescribed format (Appendix – II);
- 3.4. A copy of the General conditions of contract with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- 3.1. Earnest money deposit to be enclosed with as a demand draft for an amount of Rs. 40000 (Rupees Fourty thousand only) drawn in favour of Executive Director, Jabalpur Smart City Limited on any scheduled bank, payable at Jabalpur.

Envelope 2: “Technical Proposal”

- a. Technical Proposal as per Appendix –III

Envelope 3: “Financial Proposal”

- a. Proposal consisting of the Bidders’ financial offer for the Project in the format set out in Appendix IV of this document. **The Financial Proposal shall be quoted inclusive of local office cost, site visits, travel, documentation, lodging boarding and inclusive of all other taxes excluding service tax as lump-sum amount. The service tax is reimbursable as per actual.**
 - b. The financial proposal shall be inclusive of all out of pocket expenses incurred by the Consultant towards Local site office, site visits, travel, documentation and communication etc., taxes, royalties, fees and charges excluding service tax as applicable except those as prescribed in this RFP.
 - c. The Authority reserves the right to reject any Financial Proposal which is non-responsive.
- 2.9.3 The bidder shall also submit true copies of the documents (comprising Key Submissions and technical proposal) accompanying the Proposal, in soft version in CD Rom. The CD shall be placed in a separate sealed envelope marked as “Copy of Documents”.

The three envelopes specified in Clauses 2.9.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

“Proposal for the Selection of consultant (“Technical Consultant”) for providing Comprehensive Architectural services for development Intimate theatre, Open Air Theatre and Other Amenities beside Bhawartal Garden, Jabalpur (“the Project”) and shall clearly indicate the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of each of the envelopes.

2.9.4 Each of the envelopes shall be addressed to:

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

E-MAIL ADDRESS

2.9.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.9.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Proposal Due Date

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

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

2.11 Late Proposals

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

2.12 Rejection of Proposals

2.12.1 The Authority reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Proposal or to give any reasons for their decision.

2.12.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

2.13 Validity of Proposals

2.13.1 The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date subject to the conditions prescribed in Para 1.1.9. The validity of Proposal may be extended by mutual consent of the respective Bidders and the Authority.

2.14 Confidentiality

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

2.15 Correspondence with the Bidder

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

4. BID SECURITY

2.16 Bid Security

2.16.1 The Bidder shall furnish as part of its Proposal, a Bid Security of Rs 20000 in the form of a Demand draft issued by a Scheduled Bank in India, drawn in favour of the Executive Director, Jabalpur Smart City Limited (JSCL), payable at Jabalpur (the "Demand Draft"). The Authority shall not pay any interest on the Bid Security deposit.

2.16.2 Any Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.16.3 The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the successful Bidder or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s).

2.16.4 The Successful Bidder's Bid Security will be retained as a part of the performance security.

2.16.5 The Bid Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:

- 4.1. If a Bidder submits a non-responsive Proposal;
- 4.2. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP; If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by the Bidder from time to time;
- 4.3. In the case of successful Bidder, if it fails within the specified time limit - to sign the Service Agreement

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant.

3. EVALUATION OF PROPOSALS

General

The Consultant which fulfilled the following qualification criteria should be considered eligible consultant. Failure to comply with pre qualifications Criteria's shall render the consultant ineligible. The financial proposal of in-eligible consultants shall not be considered and shall be returned unopened.

- a. It should be a reputed and experienced firm of Consulting Architects having at least 7 years standing with an experienced qualified professional in its team
- b. In case of a firm or company the Principal of the firm/Company shall be an Architect and Member of Council of Architecture.
- c. Firm or company shall must have minimum 2 qualified architects and 1 civil engineer employed full time including the Principal Architect with the Bidder
- d. The Firm should submit details of an average annual turnover in the last 3 financial years. (Copy of P & L accounts/ balance sheet for last three years clearly indicating distribution has to be furnished.)
- e. Similar nature works means architectural consultancy for design of Theatre Auditoriums, Open Air Theatre etc. Certified documents , in support of this must be submitted (completion Certificate / work orders from the Client for the same shall be included in the Bid as Supporting Documents)
- f. They should have adequate organizational structure / associates comprising of qualified architects/ architects, engineers, specialists, like civil, structural, plumbing, electrical, landscape etc., other technical officers and staff to designing work to execute the work of such nature and magnitude.
- g. They should furnish plans / drawings /photographs and salient features of major jobs handled by them now and in the recent past along with cost , time period , name and address of clients etc.
- h. They should be fully aware of various guidelines , systems and procedures issued by Central Vigilance Commission, local building bye - laws, Applicable Bhumi Vikas Adhinium and Town and country planning norms , IS Code and relevant manuals etc. for execution of such major projects .
- i. The Bidder should not be black listed by any Central/State Govt. Institution. An undertaking (self-certificate) that the Bidder hasn't been black listed by a Central/State Govt. Institution must be submitted.

- j. Subcontracting/Outsourcing shall not be allowed without the consent of the Executive Director.

All the above qualifications should be supporting by the relevant documents, failure on which, the Bidder will deemed to be in-eligible.

3.1. Proposal Evaluation:

- 3.1.1. The Outer Envelope and Envelope 1 & 2 shall be opened by the ED or any officer authorized by him after the bid due time on the Proposal Due Date in the presence of the Bidders who choose to attend.
- 3.1.2. The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).
- 3.1.3. In case the Proposal is found to be responsive, the Technical Proposal would be evaluated (Stage II Evaluation).
- 3.1.4. The Technical Proposal would be evaluated on the various aspects set out in this Section 3. As part of the evaluation of the Technical Proposal, JSCL, Jabalpur may also request the Bidder to submit clarifications.
- 3.1.5. The Part II Submission shall be opened for evaluation of those bidders who achieve a minimum score of 70 marks out of a total 100. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. JSCL Jabalpur reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

Part II Submission shall be opened in the presence of all the Bidders who have met the requirements of Stage I and Stage II evaluation.

3.2. Contents of Technical Proposal

- i. Details of Team: Bidders must include the following key professionals in the Team:

S.No.	Position	Experience
1	Principal Architect	Registered with Council of Architecture. At least 7 years of experience: Should have worked on at least 1 project of cost minimum 6.4 Cr, or 2 projects each of cost minimum 4.8 Cr

		or 3 projects each of cost minimum 3.2 Cr in last 5 years
2	Civil Engineer	Should be a Civil Engineer with minimum 5 years of experience in civil construction / building design
3	Architect	Registered with Council of Architecture. At least 2 years of experience: (To be Positioned at the site.)
	Quantity surveyor	Should be a graduate/diploma Civil Engineer with minimum 5 years of experience in quantity survey

Other than the required Key personnel the Consultant should engage other architects, structural designers, HVAC consultant, Electrical consultant etc. for successful completion of the project with prior approval of JSCL.

The following conditions would apply:

- a. A fulltime architect shall be positioned at the site for the entire period of the project till the tender for execution is awarded.
- b. Principal Architect shall attend periodic site meetings and work progress review meetings as requested by JSCL & PMC appointed.
- c. At least two key professional staff including the Principal Architect proposed must be employees of the Bidder.
- d. Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. Signed and dated CVs by the proposed key professional staff must be provided.
- e. No alternative to key professional staff can be proposed
- f. Maximum of two key persons listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority Any change in more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change
- g. It is to be noted that in any case, Principal Architect of the Project cannot be substitute Only completed project experience would be considered for evaluation
- h. A good working knowledge of English is essential for key professionals
- i. The team will be supported by the entire required professional for the successful completion of the project.

Any external consultant/sub consultant will have to approve by JSCL.

3.3. Scoring Methodology: Technical Proposal

3.3.1. The total maximum point for evaluation of Technical Proposal is 100 marks.

3.3.2. This score shall be based on an assessment of the Technical Proposal of the Bidder.

The Technical Proposal for each Proposal submitted by the Bidder would be assessed through rating of various parameters set out in the tender document

The Technical Proposal shall be evaluated on the following parameters:

S. No.	PARAMETERS	Marks Assigned
A	Experience of Firm	20
1	Experience as per eligibility criteria of the firm in providing & comprehensive architectural services and site supervision <ul style="list-style-type: none"> • Experience of at least two eligible project will score 5 marks • Experience of more than two eligible project and less than 5 eligible projects will score 10 marks • Experience of more than 5 eligible projects will score 15 Marks 	15
2	Financial Turnover <ul style="list-style-type: none"> • Average Annual turnover more than 25 Lakhs and less than 35 Lakhs will score 3 marks • Average Annual turnover more than 45 Lakhs will score 5 marks 	5
B	Concept Design	60
1	Site planning & orientation	15
2	Space planning	10
3	Design features	10
4	Presentation on concept design and firms experience & Credentials	25
C	Key Personnel in the team	20
	Key Personnel in the team for the Project based on: <ul style="list-style-type: none"> (i) The relevant qualification (ii) And relevant work experience in projects of similar nature 	
	Principal Architect	10
	Other positions (5 marks for each position)	10
	Total	100

3.3.3. The Bidder shall mention clearly the team members to be committed to the Assignment. The Bidder shall provide CVs of only the proposed team members and CVs of only those team members would be evaluated.

- 3.3.4. The score (Pe) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed in RFP.
- 3.3.5. The Bidder is required to achieve a minimum score of 70 marks (Benchmark Score).
- 3.3.6. The Financial Proposals of only Proposals that have achieved the Benchmark Score will be opened for evaluation (Stage III evaluation).

3.4. Evaluation Methodology

- 3.4.1. The Financial Proposals of the Bidders who qualify in Stage II Evaluation shall be opened. The Financial Proposals shall be given scores as follows:

$P_f = 100 \times \text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder under consideration.}$

- 3.4.2. The Composite Score shall be computed as follows:

$\text{Composite Score} = (P_e \times 0.70) + (P_f \times 0.30)$

The evaluations methodology will be based on quality and cost based selection method (Q.C.B.S.) with 70% weightage on technical sum and 30 % weightage on financial score.

- 3.4.3. The Bidder obtaining the highest Composite Score would be declared as the Preferred Bidder.
- 3.4.4. The Authority will determine whether the Financial Proposals are complete, qualified 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 fulfil its obligations as per the TOR within the total quoted Price shall be that of the Consultant.
- 3.4.5. 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.
- 3.4.6. The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy before signing the agreement and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 3.4.7. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof subject to conditions mentioned in the RFP document. In the event the duplicate copy of the LOA duly signed by the Successful Bidder 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 Bidder as mutually

agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Service Agreement within 10 (Ten) days from the date of acknowledgement subject to conditions mentioned in the RFP document.

3.5. Contacts during Proposal Evaluation

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

3.6. MISCELLANEOUS

- i. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- ii. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. Consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

SECTION II

4. SCOPE OF WORK

4.1. SCOPE OF WORK

- 4.1.1. The Scope of Services for the selected Architect(s) shall comprise of the following:
- a) General Services
 - b) Comprehensive Architectural Design

4.2. GENERAL SERVICES

- 4.2.1. All reports, drawings, 3D visual renderings, presentations and other documents to be submitted in fulfilment of the scope of services, shall be in soft copies and six sets of printed copies, in the formats and scales as directed from time to time by the employer or its authorized representative. One set of model and soft copy of walk through shall be submitted where required.
- 4.2.2. All documents, drawings, reports and any other documents submitted in fulfilment of the scope of services shall be prepared strictly as per statutory provisions and guidelines issued by the Central/State Government/local authorities, and also in accordance with the best international practices and codes as applicable to such development.
- 4.2.3. The Architect(s) shall obtain all statutory approvals from all the Central/State Government/local statutory authorities. For obtaining statutory approvals, the Architect(s) shall prepare and submit all the necessary documents and drawings; undertake associated liaisoning; and incorporate necessary changes or make modifications in the designs based on inputs received from the statutory authorities.
- 4.2.4. The Architect(s) shall provide to the authority sufficient drawings and documents, if required, to assist in obtaining Environmental Clearances (EC), Consent to Establish and all environment related clearances, and provide assistance in such clearances by creating suitable presentations about the building design, shall be available for presentations to various environmental clearance bodies, and shall incorporate necessary changes or make modifications in the designs based on inputs received from these bodies.
- 4.2.5. The scope of The Architect(s) shall include but not be limited to integrating the green features; associated liaison; preparation and submission of all reports, drawings, and all other documents as may be required; and incorporating necessary changes or making modifications in the designs based on inputs received from the concerned regulatory/ratings authorities or the Authority, including requisite audit one year after completion.

- 4.2.6. All additional surveys or tests beyond those conducted or as a normal course of the contractors' duties, that may be required to be conducted for the exercise of due diligence in the fulfilment of the scope of services as defined in this RFP shall be the responsibility of the Architect(s).
- 4.2.7. The Architect(s) shall be responsible for getting the detailed structural analysis and designs of select buildings/structures, as selected by the Authorised , vetted by structural engineers from reputed National/State Institutes like IITs, NITs, CBRI etc as decided by the Authority.
- 4.2.8. The Architect(s) shall provide, without question or fail, all information within the purview of the scope of services as sought by all committees and other agencies appointed by the Authority for the purpose. Support and assistance, if any, to the extent required by such committees and other agencies, shall also be provided by The Architect(s) as and when desired by the Authority.
- 4.2.9. The Architect(s) shall provide, without question or fail, all information, drawings, details and all requisite support to the Authority and the Project Management Consultant (PMC) and other consultants/advisors/ individuals engaged or to be engaged by the Authority from time to time.
- 4.2.10. The Architect(s) shall, without question or fail, provide knowledge transfer and handover of all aspects of the scope of services to the Authority and/or implementing and management agencies appointed by the Authority, as and when required.
- 4.2.11. The Architect(s) may, at the Authority's discretion, aid and advise in matters relating to all aspects covered under the scope of services, as and when required.
- 4.2.12. The Architect(s) shall provide a complete Project Management Plan in the desired format, for all the initiatives and milestones identified for the fulfilment of their respective scope of services.
- 4.2.13. The Architect(s) shall maintain organizational/governance structure to the satisfaction of the Authority in order to ensure effective rendering of the scope of services.
- 4.2.14. The Architect(s) shall be required to participate in all meetings as and when sought by the Authority. During work stages as listed in the scope of services, the Authority expects to hold periodic meetings (at least every two weeks) at Office of JSCL or any other place as decided by the Authority for the Architect(s) to demonstrate the work progress and take inputs from the Authority.
- 4.2.15. The status/designation/qualifications of the representative(s) of The Architect(s) who will be allowed to deal/interact with the Authority, PMC, and other designated committees/groups etc. shall be the matter of discretion of the Authority; and the decision of the Authority in this regard shall be final and binding on The Architect(s).

- 4.2.16. All Intellectual Property Rights of the schemes and proposals submitted in fulfilment of the scope of services shall rest with JSCL and no claim whatsoever shall be admissible on the Authority in respect of any proprietary rights or copyrights of the same on the part of the Architect(s). The Architect(s) shall indemnify JSCL from any claims including but not limited to third party claims related to violation of any copyright or Intellectual Property Rights. However, the Architect(s) shall reserve their right to be acknowledged as the author of the schemes and proposals.
- 4.2.17. The Architect(s) shall be required to work in close coordination, provide requisite information, and be available for meetings with the PMC, and all other persons/organisations associated with the development of the campus, in all such matters as directed by the Authority.
- 4.2.18. The decision of the Authority shall be final in all matters relating to the interpretation of architectural design and related architectural details; and the Architect(s) shall be bound to execute such decisions to the satisfaction of the Authority.
- 4.2.19. The Authority, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP in the interest of timely and qualitative completion of campus development works.

4.3. BROAD SCOPE OF ARCHITECTURAL DESIGN SERVICES

- 4.3.1. Comprehensive architectural design including all services and allied fields for various buildings: This shall include but not be limited to architectural design, construction and structural design, sanitary, plumbing, drainage, water supply and sewerage design, electrical, electronic, and communication systems design, heating, ventilation and air conditioning design (HVAC) and other mechanical systems, elevators, escalators, firefighting, besides allied fields such as landscape design including circulation and parking, interior design, graphic design and signage etc.
- 4.3.2. Preparation and submission of preliminary and detailed Cost Estimates, Bill of Quantities and Tender documents: These shall conform to UADD/ MPPWD /CPWD norms or as specified by the employer. Reference shall be furnished in case of Market Rate for non-schedule items with detailed specifications etc. as per UADD/ MPPWD /CPWD norms or as specified by the employer.

4.3.3. STRUCTURAL SYSTEMS

- i. Preparation of DBR (Design Basis Report)s, detailed structural analysis and structural design of each individual building; and submitting the same to JSCL for review and approval.
- ii. If JSCL so directs, detailed structural design calculations may have to be submitted for select buildings/structures, as selected by the Authority, to be

vetted by structural engineers from reputed National/State Institutes like IITs, NITs, CBRI etc. as may be decided by the Authority.

- iii. On approval of the above, the design details and detailed construction drawings shall be prepared and submitted for final review.
- iv. Subsequent to incorporation of all comments as received from JSCL after final review, the design details and detailed construction drawings shall be submitted for final approval.
- v. Detailed structural designs shall be as per the latest revisions of relevant IS codes provisions and other applicable standards including the local statutory authorities' requirements.

4.3.4. PLUMBING, DRAINAGE, SEWERAGE AND SOLID WASTE MANAGEMENT SYSTEMS

- i. Preparation of DBR (Design Basis Report)s for providing
 - a. Water supply, water collection, water harvesting, water reuse
 - b. Sewerage segregation, transportation, Solid waste collection, segregation, transportation, storage (if any)
- ii. These DBRs shall be prepared as per the intentions of JSCL's requirement; and submitting the same to JSCL for review and approval.
- iii. On approval of the above, the design details and detailed construction drawings shall be prepared and submitted for final review.
- iv. Subsequent to incorporation of all comments as received from JSCL's after final review, the design details and detailed construction drawings shall be submitted for final approval.
- v. Detailed plumbing, drainage, sewerage and solid waste management systems design shall be as per the latest revisions of relevant IS code provisions and other applicable standards including the local statutory authorities' requirements.

4.3.5. ELECTRICAL SYSTEM

- i. Scheme includes preparation of DBRs for all high voltage and low voltage electrical systems as per the intentions of Master plan and JSCL's requirement including renewable energy sources planning, optimization and implementation. This includes providing internal and external (plot level) electrification system with necessary electrical rooms, cabling, power supply network including sub-station (building-specific), external (plot level) lighting, alternate electrical energy systems, telephone, computer cable, LAN, TV and all other systems. Detailed DBRs shall be submitted to JSCL for review and approval

- ii. On approval of the above, the design details and detailed construction drawings shall be prepared and submitted for final review.
- iii. Subsequent to incorporation of all comments as received from JSCL after final review, the design details and detailed construction drawings shall be submitted for final approval.
- iv. Detailed high voltage and low voltage electrical systems designs shall be as per the latest revisions of relevant IS code provisions and other applicable standards including the local statutory authorities' requirements.

4.3.6. FIRE FIGHTING SYSTEM

- i. Scheme for firefighting system as per the JSCL's requirement. Detailed DBRs and scheme shall be submitted to JSCL for review and approval.
- ii. On approval of the above, the design details and detailed construction drawings shall be prepared and submitted for final review.
- iii. Subsequent to incorporation of all comments as received from JSCL after final review, the design details and detailed construction drawings shall be submitted for final approval.
- iv. Detailed firefighting system design shall be as per the latest revisions of relevant IS code provisions and other applicable standards including the local statutory authorities' requirements.

4.3.7. HVAC AND OTHER MECHANICAL WORKS

- i. Scheme for the same shall be as per the JSCL's requirement including active and passive climate control systems. Detailed DBRs and scheme shall be submitted to JSCL for review and approval.
- ii. On approval of the above, the design details and detailed construction drawings shall be prepared and submitted for final review.
- iii. Subsequent to incorporation of all comments as received from JSCL after final review, the design details and detailed construction drawings shall be submitted for final approval.
- iv. Detailed HVAC and other mechanical systems designs shall be as per the latest revisions of relevant I.S. code provisions and other applicable standards including the local statutory authorities' requirements.

4.3.8. LANDSCAPE ARCHITECTURE

- i. The Architect(s) are required to provide services in respect of the following
 - a. Site appraisal and suitability
 - b. Site planning
 - c. Land form and grading
 - d. Surface drainage design and water management
 - e. Irrigation design
 - f. Open space design - hard and soft areas including plot level roads and pathways, plain or geometric
 - g. Planting design
 - h. Landscape structures and features
 - i. Street and garden furniture design

- j. Illumination design
 - k. Site and building level graphic design and signage
 - l. Co-ordination of external services
-
- ii. Schemes including detailed analysis and design for each of the above services shall be prepared JSCL's requirement. Detailed DBRs (wherever applicable or sought) and schemes for each shall be submitted to JSCL for review and approval.
 - iii. On approval of the above, design details and detailed construction drawings shall be prepared and submitted for final review.
 - iv. Subsequent to incorporation of all comments as received from JSCL after final review, the design details and detailed construction drawings shall be submitted for final approval.
 - v. Detailed schemes and designs shall be as per the latest revisions of relevant IS code provisions and other applicable standards including the local statutory authorities' requirements.

4.3.9. INTERIOR DESIGN

- i. The Architect(s) are required to provide services for the following:
 - a. Interior design - space planning/ development and volumetric study
 - b. Design of fixed items of work and interior related civil works
 - c. Illumination design
 - d. Sound and acoustic design
 - e. Graphic design and signage
 - f. Indoor plantscape
 - g. Selection of furniture, materials, equipment, other interior related elements
 - h. Integration of all building engineering services
- ii. Schemes including detailed analysis and design for each of the above services shall be prepared as per the JSCL's requirement. Detailed DBRs (wherever applicable or sought) and schemes for each shall be submitted to JSCL for review and approval.
- iii. On approval of the above, the design details and detailed construction drawings shall be prepared and submitted for final review.
- iv. Subsequent to incorporation of all comments as received from JSCL after final review, the design details and detailed construction drawings shall be submitted for final approval.
- v. Detailed designs shall be as per the latest revisions of relevant I.S. code provisions and other applicable standards including the local statutory authorities' requirements.

4.3.10. STAGES OF WORK AND DELIVERABLES

The comprehensive architectural and allied services will be provided by The Architect(s) in the following stages:

- a. Concept design
- b. Final design
- c. Statutory approvals
- d. Detailed drawings and Documents for Tender
- e. Good for Constructions drawings
- f. Execution
- g. Post execution

4.3.11. Concept Design Stage:

- i. Ascertain the detailed requirements, site constraints and potential; and prepare Architectural programme brief for JSCL's approval.
- ii. Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.
- iii. Prepare conceptual general arrangement drawings and alternate conceptual designs
- iv. As per inputs from the client, modify the design alternatives
- v. Prepare rough estimate of project cost (based on Plinth Area Rates)

4.3.12. Final Design Stage:

- i. Prepare and submit designs for final approvals
- ii. Prepare and submit Design Basis Reports for various components
- iii. Prepare preliminary cost estimates (based on Plinth Area Rates)

4.3.13. Statutory approvals Stage:

- i. Prepare and submit reports/drawings/submissions necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable.
- ii. Obtaining all statutory approvals from all the local authorities including associated liaisoning.
- iii. Incorporating necessary changes or making modifications in the designs based on inputs received from the statutory authorities.
- iv. Obtain clearance certificates from the proof checking agencies and/or PMC or their assigned agency, if any, appointed by the client.

4.3.14. Detailed Drawings and Documents for Tender Stage:

- i. Prepare detailed drawings, specifications and schedule of quantities sufficient to prepare detailed estimate of cost and tender documents including code of practice covering aspects like mode of measurement, mode of payment, quality control procedures on materials and works and other conditions of contract.
- ii. Prepare all draft detailed estimates of cost (based on item rates)
- iii. Prepare all draft tender documents as per approved guidelines in consultation with the Authority/executing agency (e.g., UADD/MPPWD/CPWD)

- iv. Assist the Authority/executing agency to invite, receive and analyse tenders, be present to clarify issues in the pre-bid meetings etc., to the extent desired by the Authority/executing agency.
- v. Advise the Authority/executing agency on prequalification of agencies, and award of work to contractors, to the extent desired by the Authority/executing agency.
- vi. Assist the Authority/executing agency in preparing and finalizing the schedule of work along with the Contractor, to the extent desired by the Authority/executing agency.

4.3.15. Good for Construction drawings Stage:

- i. Prepare and submit complete sets of Good for Construction drawings with all details and specifications for each building/construction item as per work schedule for approval of JSCL.
- ii. Issue complete set of final Good for Construction drawings for each building/item at least a month before the actual construction schedule.
- iii. Make revisions if any in the final Good for Construction drawings as per JSCL's instructions.

4.3.16. Execution Stage:

- i. Make revisions and issue drawings for proper execution of works during construction.
- ii. Assist the authority/executing agency to approve samples of various materials, items and components.
- iii. Check and approve shop drawings submitted by the contractor/vendors.
- iv. Provide Periodic Supervision by competent Architect/Engineer for project supervision/quality control.
- v. Attend periodic site meetings and work progress review meetings as requested by JSCL & PMC appointed.
- vi. Visit the site of work, at intervals, to inspect and evaluate the construction works
- vii. Evaluate the Construction Works whenever sought by the Authority, and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the authority/executing agency informed and render advice on actions, to the extent desired by the authority/executing agency.
- viii. Have to revise any detail if any discrepancy is there between drawing and actual possibility on site based on the suggestion of PMC without causing any price escalation in the project cost.
- ix. Assist the authority/ PMC/ executing agency in the issue of Certificate of Completion of works, whenever required by the Authority/executing agency.

4.3.17. Post execution Stage:

- i. Prepare and submit completion reports and drawings for the project as required and obtain "Completion/Occupancy Certificate" from statutory authorities, wherever required by the Authority/executing agency.

- ii. Issue sufficient soft copies of drawings and documents to facilitate contractor(s) and executing agency to furnish as built drawings of entire project to the Authority.
- iii. Conduct audit after one year of completion, if required for green certification.

4.4. SERVICES DELIVERY TIME SCHEDULE

- 4.4.1. The Architect(s) shall complete the services for comprehensive architectural design according to the time schedule listed below and excluding the time taken by the authority to review/comment/feedback etc.
- 4.4.2. The following shall be the time schedule. This shall be applicable to each building or group of buildings taken up from time to time as commissioned and approved to be started by the Authority (hereinafter called Project Approval):
 - a. Concept design (including general arrangement drawings): Within four weeks from the date of Project Approval
 - b. Final design: Within four weeks after concept design approval.
 - c. Drawings for statutory approval: Within four weeks after final design approval.
 - d. Detailed Drawings for Tender document Stage: Within four weeks after request for the same by the Authority subject to completion of both
 - i. final design approval stage and
 - ii. Submission for statutory approvals.
 - e. Preparation of Good for Construction Drawings: Within twelve weeks after the date of issue of notice inviting tenders (NIT).
- 4.4.3. At different stages of design, the Authority shall endeavour to provide comments/feedback/observations/recommendations in part or whole within 21 days from the date of receipt of the designs and drawings.
- 4.4.4. In case of delay in providing the deliverables by the Architect(s) at any stage due to any cause outside the control of the Architect(s), the Architects may apply for written permission of the Authority for extension of time and this may be granted from time to time at the discretion of the Authority.
- 4.4.5. If an extension of time is not granted by the Authority then the Architect(s) shall be deemed to be in default and a pro rata compensation of 1% of the fee per week (subject to a maximum of 10%) due at that stage shall be deducted from the amount payable to the Architect at the corresponding next stage of payment.

4.5. SCHEDULE OF FEES:

- 4.5.1. The total fees payable to The Architect(s) in accordance with the scope of services for Comprehensive Architectural Design for Permanent Campus as enunciated in this RFP shall consist of fixed bid amount as quoted by the Consultant.
- 4.5.2. The fees shall be inclusive of all expenses (both direct and indirect) relating to the performance of the Contract for the entire period of Contract except the fees/charges relating to statutory approvals, payable to local bodies and other authorities, and also

excluding service tax and cess thereon, if any, which shall be payable extra as applicable as reimbursement.

- 4.5.3. The Architect(s) shall not be entitled to any payment or remuneration, over and above the fees hereinbefore stipulated, on account of any delay caused by any reason, whatsoever.
- 4.5.4. Deductions on account of Income tax and other statutory provisions shall be made by JSCL, upon payment of fees or any other payments whatsoever to the Architect(s), as per prevalent rules / provisions.
- 4.5.5. The stage wise fees as prescribed in para 7.13 shall be payable within 30 days of completion of the specified component of the work to the entire satisfaction of the Authority (taken as per bill approved by the PMC) and in accordance with the terms of Contract and the Scope of Services as enunciated in this document.
- 4.5.6. The Bank Guarantee required as per para 7.13.1 shall be obtained from any scheduled bank and shall be valid up to one year from date of issue. In case the next stage milestone is extended by the Authority, the Architect(s) shall get the validity of Bank Guarantee extended to cover such enlarged time for completion of work up to the next stage of payment. After the payment of next stage of fees with adjustment for advance by the Authority, the bank guarantee shall be returned to the Architect(s), without any interest.
- 4.5.7. Out of pocket expenses: No out of pocket expenses shall be admissible. For short stay of professionals/staff of the Architects visiting Jabalpur in connection with the performance of the Contract. Similarly, all travel and touring, international, domestic, local, to site or for meetings, etc. by any means of transport are all deemed to be included in the fee and shall accordingly be borne by the Architect(s) and their representatives directly.
- 4.5.8. All payments made by the Authority to the Applicant/Architect(s) for any purpose whatsoever shall be in Indian Rupees only. Compliance with the foreign exchange regulation of India or any other country shall be the sole responsibility of the Applicant/Architect(s); and JSCL shall in no way be involved directly or indirectly.
- 4.5.9. The fee computed for the purpose of payment is as consist of fixed bid amount as quoted by the Consultant in the financial Bid in stages mentioned in below.

4.6. SCHEDULE OF FEES FOR COMPREHENSIVE ARCHITECTURAL DESIGN

Sl. No.	Milestone	Time Schedule	Bill amount, as % of Total Consultancy Fee
1	Stage 1	<ul style="list-style-type: none"> On Approval of Final conceptual layout from 3 options and estimated project of cost 	<ul style="list-style-type: none"> 5 % of fee
2	Stage 2	<ul style="list-style-type: none"> On approval of final building plans, landscape plans and interior plans 	<ul style="list-style-type: none"> 10 % of fee
3	Stage 3	<ul style="list-style-type: none"> On approval of working drawings of civil works and 	<ul style="list-style-type: none"> 10 % of fee

		interiors and submission of draft BOQ and tender document	
4	Stage 4	<ul style="list-style-type: none"> • On approval of Building service drawings and landscape drawings • On approval of detail cost estimate, rate analysis and bill of quantities 	○ 15 % of fee
5	Stage 5	<ul style="list-style-type: none"> • On completion of Tender stage • On approval of all drawings Good for Construction 	○ 10 % of fee
6	Stage 6	<ul style="list-style-type: none"> • On execution of work worth 20% of its estimated cost 	○ 10% of fee
7	Stage 7	<ul style="list-style-type: none"> • On execution of work worth 40% of its estimated cost 	○ 10% of fee
	Stage 8	<ul style="list-style-type: none"> • On execution of work worth 60% of its estimated cost 	○ 10% of fee
	Stage 9	<ul style="list-style-type: none"> • On execution of work worth 80% of its estimated cost 	○ 10% of fee
	Stage 10	<ul style="list-style-type: none"> • On completion of Post Execution Stage 	○ 10% of fee
	TOTAL		100%

Note:

1. Once any design is approved by the Architect, Proof Consultant, PMC and JSCL any changes in the design specifications shall be initiated only with prior approval of JSCL.
2. 5% will be deducted from each of the payments as performance security which will be refunded without interest after three months of successful completion of project subject to conditions enclosed in the Draft Contract.
3. Authority shall deduct taxes at source, from the amounts payable as per applicable laws.
4. The Authority would endeavour to provide its comments or approval on documents submitted by the consultant within 15 days from the date of submission and would Endeavour to make the payments within fifteen days thereafter of the submission or approval as the case may be. The above timeline is independent of the time that may be required for approval and providing comment on the document submitted.

SECTION – III

Format I

PROJECT EXPERIENCE

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

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

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

Format II

Format of Curriculum Vitae (CV) for Proposed Key Staff

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

Certification

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

Signature :

Date :

APPENDIX – I

Letter of Proposal

Dated:

The Executive Director,
Jabalpur Smart City Limited
Jabalpur

Sub: Proposal for the Selection of consultant for providing Comprehensive Architectural services for development Intimate theatre, Open Air Theatre and Other Amenities beside Bhawartal Garden, Jabalpur.

Dear Sir,

- 1 With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
- 2 All information provided in the **Proposal** and in the Appendices is true and correct.
- 3 I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/ We acknowledge the right of the Authority to cancel the bidding process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 We understand that only a single Consultant will be selected for all the two projects mentioned above. However JSCL reserves the right to restrict the scope of work to either one or both projects depending on the materialization of projects.
- 6 We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7 I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b. I/ We do not have any conflict of interest in accordance with the provision set out in the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender

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

- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8 I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
- 9 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 10 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our or any of our Directors/ Managers/ employees.
- 11 I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the referred to above, we shall intimate the Authority of the same immediately.
- 12 In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date.
- 13 The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, General Conditions of contract.
- 14 I/We offer a Bid Security of Rs 25,000 (Rupees Twenty Five Thousand only) to the Authority in accordance with the RFP Document.
- 15 The Bid Security in the form of a Demand Draft
- 16 I/We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date:

(Signature of the Authorized signatory)

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

Name and seal of Bidder

APPENDIX – II

Power of Attorney for signing of Proposal

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our **Proposal for the Selection of consultant for providing Comprehensive Architectural services for development Intimate theatre, Open Air Theatre and Other Amenities beside Bhawartal Garden, Jabalpur.**, by the Jabalpur Smart City Limited, (JSCL) (the “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

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

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

For _____

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

Technical Proposal

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

1. Approach and Methodology

- Project Appreciation
- Team deployment details for the project including details of team member and their expertise.
- Conceptual site plan based on energy efficient design Principles
- Conceptual building plan showing 3d views of forms, elevation and section in proper scale showing Energy efficient design.
- Methodology for space Planning.
- Methodology of planning based on the Rules and regulations enacting on the site.
- Services Planning

APPENDIX – IV

Format for Financial Bid

(To be enclosed in a separate cover)

(On the Letterhead of the Bidder)

Date:

The Executive Director,
Jabalpur Smart City Limited
Jabalpur

Sub: Financial proposal for providing Comprehensive Architectural services for development Intimate theatre, Open Air Theatre and Other Amenities beside Bhawartal Garden, Jabalpur.

Sir,

Having gone through this RFP document and the General Conditions of contract and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge Total Consultancy fee at ----- percentage (percentage in words and up to 2 decimal only) of the estimated cost (as defined in Clause No 6 of General conditions of Contract) or the actual cost of the project whichever is less, inclusive of all taxes and inclusive of all out of pocket expenses, site visits, expenses of travel, documentation, communication and local office expenses excluding service tax incurred by consultants for carrying out the Services envisaged in this RFP document and Draft contract. However the service tax would be reimbursed as per actual by JSCL

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

Yours faithfully,

For and on behalf of.....

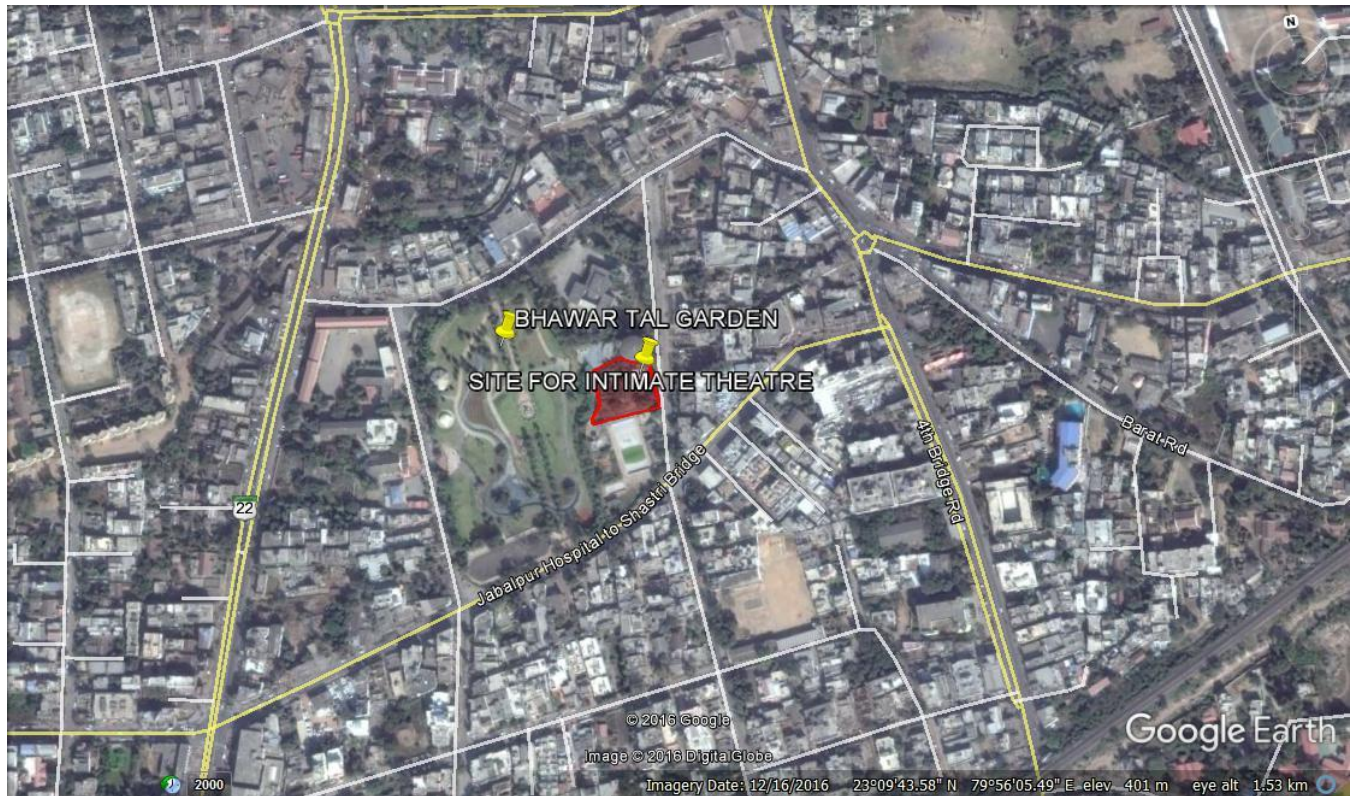
(Name of the Bidder)

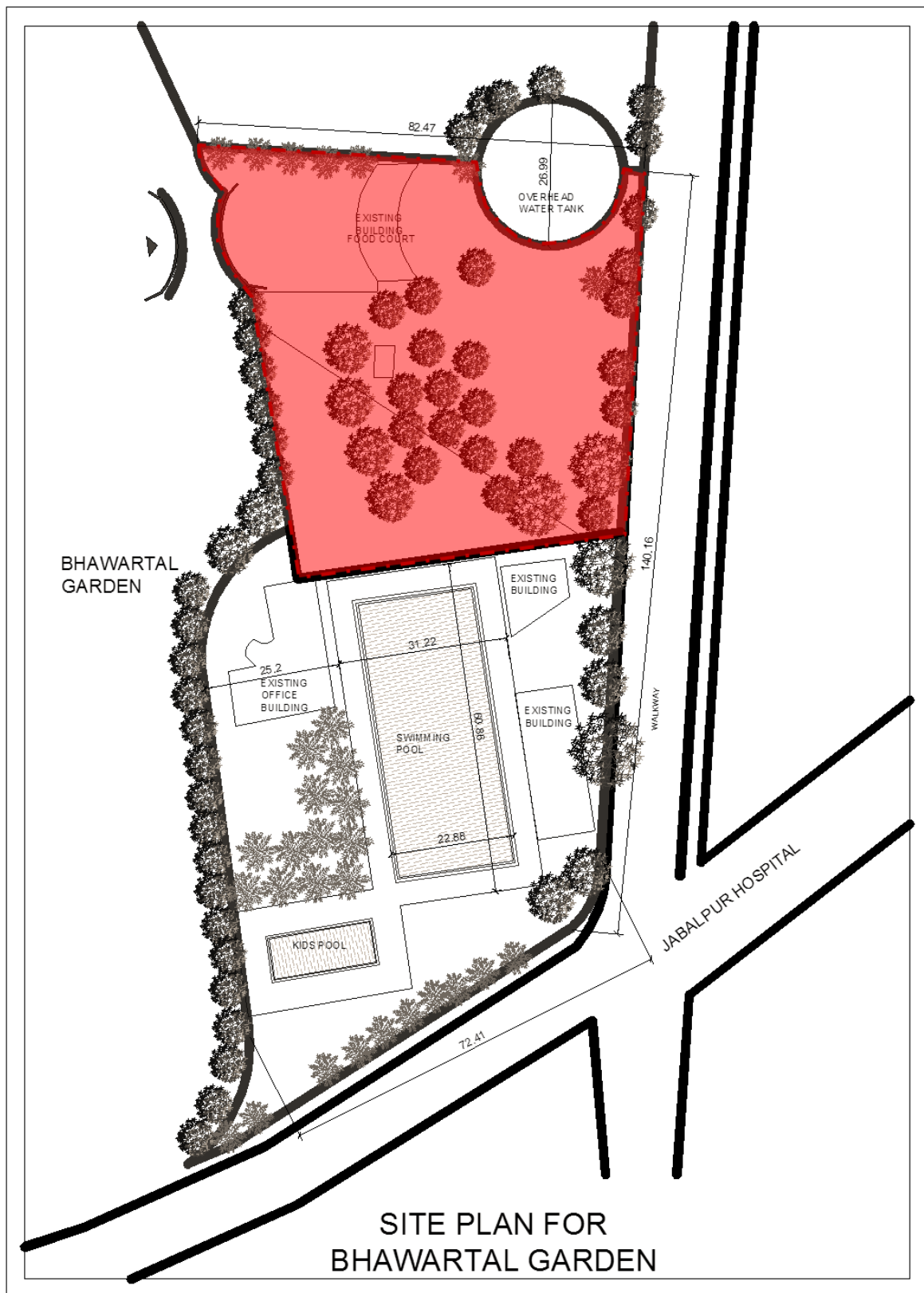
(Signature of Authorized Signatory)

_____ (Name and designation of the Authorised Person)

APPENDIX – V

LOCATION PLAN







Conditions of the Agreement

1. GENERAL

1.1. Definitions and Interpretation

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

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

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

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

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

1.2. Relation between the Parties

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

1.3. Rights and obligations

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

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

1.4. Governing law and jurisdiction

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

1.5. Language

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

1.6. Table of contents and headings

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

1.7. Notices

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

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

1.8. Location

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

1.9. Authorized representatives

- 1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this documents.
- 1.9.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

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

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

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

1.10. Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

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

2.3 Termination of Agreement for failure to commence Services

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

2.4 Expiration of Agreement

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

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

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

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

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

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

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

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

2.8 Force Majeure

2.8.1 Definition

- a. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or

employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.8.2 No breach of Agreement

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

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

2.8.3 Measures to be taken

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

2.8.4 Extension of time

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

2.8.5 Payments

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

2.8.6 Consultation

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

2.9 Suspension of Agreement

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

2.10 Termination of Agreement

2.10.1 By the Authority

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

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

2.10.2 By the Consultant

- a. The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this document, terminate this Agreement if:
- b. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- c. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- d. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- e. The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

2.10.3 JSCL shall have right to review the performance of the consultant at different stages of services, if JSCL is not desirous of continuation of the services of the consultant on ground of unsatisfactory performance or breach of any term or condition of the contract, it may terminate the agreement by giving notice of 15 days and by providing reasonable opportunity to be heard. If JSCL terminates the agreement as a result of unsatisfactory performance or breach of any term or condition of the contract, the consultant shall be liable for the extra cost reasonably incurred by JSCL in obtaining completion of that part of services which remained incomplete at the date of termination.

2.10.4 Cessation of rights and obligations

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

2.10.5 Cessation of Services

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

2.10.6 Payment upon Termination

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

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

2.10.7 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Service

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

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

3.2.2 Prohibition of conflicting activities

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

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

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

offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection

Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project; at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement,

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

3.3 Confidentiality

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

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

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

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

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

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

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure,
- (iv) the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its

representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

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

3.4.2 Consultant's liability towards the Authority

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

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

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

3.5 Insurance to be taken out by the Consultant

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

3.6 Accounting, inspection and auditing

The Consultant shall:

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

copies thereof as well as to have them audited by auditors appointed by the Authority

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

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

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

3.8 Reporting obligations

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

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

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
- 3.9.2 All the working drawings required for the construction shall be submitted prior to the finalization of the work order to the civil contractor. The consultant will be held responsible for any delay in the construction occurred due to failure in submissions of drawings.
- 3.9.3 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any

negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1. General

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

4.2. Approval of Personnel

4.2.1. The Personnel listed in Annexure 2 of the Agreement are hereby approved by the Authority ("Professional Personnel"). No other Professional Personnel shall be engaged without prior approval of the Authority.

4.2.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at "Section II" of the RFP. the Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.2.2, it shall be deemed to have been approved by the Authority.

4.2.3. At least two key professional staff proposed must be employees of the Bidder.

4.2.4. Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. Signed and dated CVs by the proposed key professional staff must be provided.

4.2.5. No alternative to key professional staff can be proposed

4.2.6. Maximum of two key persons listed above can be replaced during the tenure of the assignment with equivalent or higher qualification and experience with prior permission from the Authority

4.2.7. Any change in more than two of the key persons during the tenure of the assignment would attract an one-time penalty of 1% of the professional fees for the assignment for each such change

4.2.8. It is to be noted that in any case, Principal Architect of the Project cannot be substituted till the design stage is finalized and the contractor has been appointed.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

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

5.2 Payment

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

6. DELIVERABLES, TIME SCHEDULE AND PAYMENT TO THE CONSULTANT

6.1 Deliverables and Time Schedule

6.2 Consultancy Fee

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

6.3 Currency of payment

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

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

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

7.2 Liquidated Damages

7.2.1 Liquidated Damages for delay

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

7.2.1. Encashment and appropriation of Performance Security

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

7.3. Penalty for deficiency in Services

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

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

7.4 Penalty for replacement of key personnel:

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

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

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

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

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

8.2. Operation of the Agreement

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

9. OTHER CONDITIONS

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

10. SETTLEMENT OF DISPUTES

10.1. Amicable settlement

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

10.2. Dispute resolution

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

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

10.3. Conciliation

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

10.4. Arbitration

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

Arbitration and Conciliation Act,1996. The venue of such arbitration shall be Jabalpur and the language of arbitration proceedings shall be English.

The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

for and on behalf of Consultant:

Annexure 1: Terms of Services

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

To be appended before execution of the Agreement

Annexure 2: Details of Professional Personnel

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

Annexure 3: Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

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

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

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

(b) Consultants and concessionaires/contractors:

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

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

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

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

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

likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

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