

[Tender Notice No: BSCDCL/Tender No/ 109]



Bhopal Smart City Development Corporation Limited

Appointment of Consultant

for

Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited

October 2019

This section specifies procedures to be followed by Bidders in the preparation and submission of their Bids and provides information on submission, opening, evaluation of Bids.

BHOPAL SMART CITY DEVELOPMENT CORPORATION LIMITED

NOTICE INVITING TENDER (NIT)

BSCDCL invites online item rate tender as per schedule as under:

Tendering Document No.	:	RFP No. MPBSCDCL/TENDER NO - 109
Name of the Work	:	Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited
Brief Scope of Work	:	Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited.
Period of Completion	:	60Days (Two Months)
Earnest Money Deposit	:	Rs. 50,000/- (Fifty Thousand Rupees Only)
Non-refundable cost of e- Tender Document	:	Rs. 10,000/- (Ten Thousand Rupees Only)
Bid Opening Date	:	29.10.2019 16:00 Hrs
Document Download / Sale Start Date	:	07.10.2019 10:30 Hrs
Document Download / Sale End Date	:	28.10.2019 12:00 Hrs
Bid Submission Start Date	:	07.10.2019 10:30 Hrs
Bid Submission End Date	:	28.10.2019 15:00 Hrs
Period during which hard copy of the Documents as per NIT shall be submitted.	:	29.10.2019 11:00 Hrs
Date & Time of Opening of Financial Bid (Envelope C)	:	Will be intimated to the successful bidders.
Validity of offer	:	90 days from the date of opening of price bid.
Performance gurantee	:	5 % of Quoted amount (That shall be released after completion of work)

The tender document can be downloaded from www.mptenders.gov.in "Corrigendum, if any, would appear only on the www.mptenders.gov.in web site and not to be published in any NewsPaper".

Disclaimer

The information contained in this Request for Proposal (the “**RFP**”) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Bhopal Smart City Development Corporation Limited (the “**Authority**”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification (the “**Application for Qualification**”) and financial proposal pursuant to this RFP (the “**Financial Proposal**”), collectively called as the “**Bid**”. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the professional expertise, financial situation and particular need of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, and adequate or correct for all parties. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information provided 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 law expressed herein.

The Authority, its employees and advisors 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 this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with for participation in the Bidding Process or submitting the Bid.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidders upon the statements contained in this RFP. The Authority may, in its absolute discretion but without being under

any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select Bidder or Consultant, as the case may be, for the Assignment and the Authority reserves the right to reject all or any of the Application for Qualification and/or the Financial Proposals and/or the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid 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 Bid. 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 the Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Table of Contents

1. Introduction.....	8
2. Instruction to Bidders	12
3. Fraud and Corrupt Practices	30
4. Pre-Bid Meeting.....	32
5. Miscellaneous	33
Appendix I: Letter comprising the Application for Qualification.....	34
Annex I: Details of Bidder	37
Annex II: Curriculum vitae of Key Personnel	39
Annex III: Technical Capacity of the Bidder	41
Annex IV: Financial Capacity of the Bidder.....	42
Annex V: Statement of Legal Capacity	43
Appendix II: Power of Attorney for signing of Bid.....	44
Appendix III: Power of Attorney for Lead Consortium Member of Consortium.....	46
Appendix IV: Joint Bidding Agreement	48
Appendix V: Anti-Collusion Certificate	52
Appendix VI: Bank Guarantee for Bid Security.....	53
Appendix VII: Clarifications.....	56
Appendix VIII: Financial Proposal.....	57
Appendix IX: General Conditions of Contract.....	61

Glossary

Definition	As defined in
ABD Area	Clause 1.1.1
Application for Qualification	Disclaimer
Associate	Clause 2.2.12 (a)
Assignment	Clause 1.1.1
Bid	Clause 1.2.2
Bid Due Date	Clause 1.1.5
Bid Security	Clause 1.2.7
Bid Validity Period	Clause 1.2.6
Bidding Process	Clause 1.2.1
Consultant	Clause 1.1.3
Conflict of Interest	Clause 2.2.4
Consortium	Clause 2.2.1
Consortium Member	Clause 2.2.8
Contract	Appendix IX
Cut-off Time	Clause 2.16.1
Performance Security	Clause 1.2.7
Financial Capacity	Clause 2.4.2
Financial Proposal	Clause 1.2.8
first round of bidding	Clause 2.24.6
GoMP	Government of Madhya Pradesh
Highest Bidder	Clause 1.2.8
Consultant	Clause 1.1.3
Jt. Bidding Agreement	Clause 2.2.7
Key Personnel	Clause 2.2.5
Lead Consortium Member	Clause 2.2.8
Authority	Disclaimer
LOA	Clause 2.24.8
Fixed Fee	Clause 1.2.8
Nationalised Bank	Clause 1.2.7
Preferred Bidder	Clause 1.2.8
Physical Bid Submission	Clause 2.13.1
Responsive	Clause 2.21.1
RFP Document	Clause 1.2.1
second round of bidding	Clause 2.24.6
Selected Bidder	Clause 1.2.9
Technical Capacity	Clause 2.4.2
third round of bidding	Clause 2.24.7
Qualification	Clause 1.2.3
Qualified Bidders	Clause 1.2.4

1. Introduction

1.1. Background

1.1.1. The Authority, a special purpose vehicle formed specifically to develop an area selected under Government of India's Smart City initiative (the "**ABD Area**") and to implement the smart technology solutions under pan city initiative for the Bhopal city, has been incorporated as a State Government Company under Companies Act, 2013. The Authority intends to sale/lease about 104 Acres of land within its 342 Acres Area Based Development under Bhopal Smart City Mission. The Authority intends to broadly prepare following documents necessary to initiate the land monetization process (the "**Assignment**"):

- Land Monetization Disposal Policy
- Development of Model RFP
- Development of Model Agreement / Definitive Agreement
- Development of Model Sale Deed

Pursuant thereto, the Authority has decided to carry out the Bidding Process for selection of the Consultant to whom the Assignment may be awarded.

1.1.2. The Authority intends, through this RFP, to pre-qualify suitable Bidder(s) (the "**Bidder(s)**"), whose Financial Proposals will be opened, for the evaluation purpose.

1.1.3. The Selected Bidder shall sign the agreement with the Authority and shall act as the consultant (the "**Consultant**") to the Authority by signing the Contract provided as **Appendix IX** of this RFP Document. The total period for the Assignment will be of 6 months.

1.1.4. The statements and explanations contained in this RFP are intended to provide a better 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 Consultant or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this RFP Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.5. The Authority shall receive the Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date (the "**Bid Due Date**") as specified in **Clause 1.3** of this RFP Document.

1.2. Brief description of the Bidding Process

- 1.2.1. The Authority has adopted a single-stage, two envelope bidding process (the "**Bidding Process**") for selection of the Consultant. The Authority has issued Request for Proposal along with Appendix and Annexure. Collectively these documents are called as the RFP document (the "**RFP Document**").
- 1.2.2. The Bidder shall submit following envelopes, in a manner described in **Clause 2.12** and **Clause 2.13** of this RFP Document, as a part of his bid:
- a) **Envelope-1**: Application for Qualification; and
 - b) **Envelope-2**: Financial Proposal

Collectively this is called as the bid (the "**Bid**")

- 1.2.3. The first envelope (the "**Envelope-1**") of the Bid involves qualification (the "**Qualification**") of Bidders that make Application for Qualification in accordance with the provisions of this RFP Document.
- 1.2.4. On evaluation of Envelope-1, in accordance with the provision of this RFP Document, submitted by the Bidders, as a part of their respective Bids, the Authority will announce a list of qualified Bidders (the "**Qualified Bidders**"), scoring the minimum 75 marks for the Technical Capacity and Financial Capacity stipulated in this RFP Document, whose second envelope (the "**Envelope-2**"), containing the Financial Proposal will be opened.
- 1.2.5. The Bidders would be required to furnish the information, for the purpose of the Qualification, as specified in this RFP. The Financial Proposal, to be submitted as Envelope-2, shall be opened only for the Qualified Bidders on their Qualification.
- 1.2.6. The Bid shall be valid for a period of 180 days from the Bid Due Date (the "**Bid Validity Period**"), as specified in **Clause 1.3** of this RFP Document.

1.2.7. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (the “**Bid Security**”) of Rs50,000 (Rupees fifty thousand only), refundable not later than 180 days from the Bid Due Date, except in the case of the Preferred Bidder. The Authority will refund the Bid Security of the Preferred Bidder, on furnishing the performance security (the “**Performance Security**”) of Rs1 Lakh (Rupees one lakh only). The Selected Bidder shall provide the Performance Security at the time of signing of the Contract with the Authority, in a format provided as a schedule to the draft Contract. The Bidders will have an option to provide the Bid Security in the form of a demand draft or a bank guarantee drawn on nationalised scheduled bank, whose shareholding either fully or majority is with the Government of India (the “**Nationalised Bank**”), having a branch office in the city of Authority, Madhya Pradesh and net worth of Rs 1000 Crore (Rupees one thousand crore) or more.

The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and the Bidder(s) from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.8. The Financial Proposal has been invited for the Assignment based on the fixed fee payable by the Authority (the “**Fixed Fee**”). The Fixed Fee quoted by the Bidder (the “**Financial Proposal**”) shall constitute one of the criteria for evaluation of Financial Proposal of the Qualified Bidders. The Bidder securing the highest marks in accordance with **Clause 2.24** (the “**Highest Bidder**”), will be the preferred Bidder (the “**Preferred Bidder**”) for the Assignment.

1.2.9. Generally, the Preferred Bidder will be the selected Bidder (the “**Selected Bidder**”), to be selected as the Consultant for the Project. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP Document, be invited to match or improve the Bid submitted by the Preferred Bidder, in case such Preferred Bidder withdraws or is not selected for any reason. If none of the other Bidders match or improve the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

1.2.10. Bidders are requested to send their queries or request for additional information, if any, with respect to this RFP Document, in writing by speed post or by fax or by e-mail to the officer designated in this RFP Document, in a format provided in **Appendix VII** of this RFP Document. The envelope and/or communication shall clearly bear the following identification/ title:

Queries/Request for Additional Information: RFP for “Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited”

1.3. Schedule of Bidding Process

The Bidders are requested to adhere to the following schedule:

Sr. No.	Event Description	Bidding Process Timeline
1	Release of RFP Document	October 07, 2019
2	Submission of queries by Bidders	October 14, 2019
3	Pre-Bid Meeting	October 14, 2019 at 15.00 Hrs
4	Authority Response to queries	October 17, 2019
5	Bid Due Date	October 28, 2019 at 1500 hrs IST
6	Submission of hard copy of Envelope-1-	October 29, 2019 at 1100 hrs IST
7	Opening of Envelope-1: e-Procurement website of the Authority	October 29, 2019 at 1600 hrs IST
8	Opening of Financial Proposal: e-Procurement website of the Authority	October 31, 2019

2. Instruction to Bidders

A. GENERAL

2.1. Scope of Bid

2.1.1. The Authority wishes to receive Application for Qualification, as an Envelope-1 of the Bid submission, in order to declare the Qualified Bidders, for opening of Financial Proposal. The Authority shall open the Financial Proposal, i.e. the Envelope-2, only of the Qualified Bidders.

2.2. Eligibility of Bidders

2.2.1. The Bidder shall be single entity or a group of two entities (the “**Consortium**”), coming together to for the execution of the Assignment. However, no Bidder submitting Bid either as a single entity or as a Consortium can be member of the other Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

2.2.2. The Bidder shall be allowed to submit only one Bid.

2.2.3. The Bidder or the Consortium Members, as the case may be, must be a corporate entity incorporated under Companies Act, 1956 or Companies Act, 2013, as the case may be or a limited liability partnership entity, incorporated under Limited Liability Partnership Act, 2008 or the relevant and equitable laws in the respective foreign country of their incorporation.

2.2.4. The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest will be disqualified. The Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or its Associates (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or an Associate is less than 5% of its subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purpose of this **Clause 2.2.4(a)**, indirect shareholding held through one or more immediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise,

the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan, or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan, or subordinated debt to any other Bidder or any Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder, or any Associate thereof has participated as a consultant to the Authority in preparation of any documents, design or technical specification of the Project

2.2.5. The Bidder should have a team of key personnel, as specified in **Annex II of Appendix I** (the “**Key Personnel**”), dedicated for the Assignment. For avoidance of doubt it is clarified that:

- a) The Bidder shall be disqualified, and the Bid shall be summarily rejected if it is not accompanied by the Key Personnel of requisite qualification, as specified in **Annex II of Appendix I**;
- b) All the Key Personnel specified in the Bid shall be available during Assignment period. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Selected Bidder or Consultant, as the case may be, and the Key Personnel concerned. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority; and
- c) If the Authority (i) finds that any of the Key Personnel has committed serious misconduct or has been charges with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Selected Bidder or the Consultant, as the case may be, shall, at the Authority’s written request specifying the grounds therefore, forthwith provide a replacement of a Personnel with qualifications and experience acceptable to the Authority.

- 2.2.6. The Bidder shall submit a Power of Attorney as per the format at **Appendix II**, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Consortium Member as per the format at **Appendix III**.
- 2.2.7. If the Bidder is Consortium, then the Consortium Members shall submit a joint Bidding Agreement (the "**Jt. Bidding Agreement**"), in a format provided at **Appendix IV.Jt. Bidding Agreement**, shall, inter alia:
- a) Clearly outline, with a brief description, about the roles and responsibilities of each Consortium Member mainly with respect to the financial and technical matters, and roles and responsibilities of their respective Key Personnel;
 - b) Commit the minimum interest to be held by each Consortium Member in the Assignment; and
 - c) Include a statement to the effect that Consortium Members shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment
- 2.2.8. If the Bidder is Consortium, it shall comply with the following additional requirements:
- a) Number of members in the Consortium shall not exceed 2 (two) (the "**Consortium Member(s)**");
 - b) The Consortium Members shall nominate one member as the lead Consortium Member (the "**Lead Consortium Member**"), who shall have of at least 51% (fifty one percent) interest in the Assignment; and
 - c) Other Consortium Member shall have at least 26% (twenty six percent) of the interest of the Assignment
- 2.2.9. Any entity which has been barred by the Government of India or any State Government in India or any urban local body in India, or any entity controlled by them, from participating in any project and/or assignment, and the bar subsists as on the date of Bid, would not be eligible to submit Bid, and shall be liable for disqualification.
- 2.2.10. A Bidder or any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial process of the Authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder. The Bidder shall be liable for disqualification in such case.
- 2.2.11. The Bidder or the Consortium Member shall promptly inform the Authority of any change in its shareholding, during the Bidding Process, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12. The Authority, for the purpose of evaluation under various provisions of **Clause 2.4**, shall consider the Technical Capacity and Financial Capacity of only of Bidder and/or the Consortium Member. For avoidance of doubt, it is expressly clarified that the Authority shall not consider Technical Capacity and/or Financial Capacity of the Bidder's Associates, where the Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**").

2.2.13. Following conditions shall be adhered to while submitting the Bid:

- a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b) Information supplied by Bidder must apply to the Bidder named in the Bid, and not otherwise; and
- c) In responding to the Application for Qualification submissions, Bidders should demonstrate their capabilities in accordance with various provisions of **Clause 2.4** below.

2.3. General terms

2.3.1. The Financial Proposal should be furnished in the format at **Appendix VIII**, clearly indicating Fixed Fee required from the Authority in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.3.2. The Change in Consortium shall not be allowed by the Authority.

2.4. Qualification criteria

2.4.1. The Bidder must fulfil the criteria stipulated in **Clause 2.2** hereinabove. The Bidder must possess the relevant certification of incorporation and the copy duly signed and sealed by the authorized signatory should be attached with the RFP Document.

2.4.2. To be eligible for Qualification for opening of Envelope-2, the Bidder shall fulfil the following conditions of eligibility of Technical Capacity and Financial Capacity as described below:

(A) Technical Capacity: for demonstrating the technical capacity and experience (the "**Technical Capacity**"), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have:

Incorporated for at least last 10 Years, preceding Bid Due Date;

AND

Minimum experience of at least 5 (five) assignments as a Consultant for area based assignments for an area above 1000 (one thousand) acres.

AND

Worked as a PMC/ PDMC either as a sole consultant or in consortium with other entities for at least 5 (five) Smart Cities covered under Government of India's Smart City initiative.

(B) Financial Capacity: for demonstrating the financial capacity (the "Financial Capacity"), the Bidder shall, have a minimum:

(i) Net Worth¹ of Rs25Crore (Rupees twenty five crore only) at the close of the last financial year, preceding Bid Due Date;

AND

(ii) Average infrastructure consultancy Revenue of Rs150Crore (Rupees one hundred and fifty crore only) over the three preceding financial years.

2.4.3. The Bidder shall enclose with its Bid, complete with all Appendix and respective Annexes, the following:

- a) Certificates from its statutory auditors or the client concerned, stating the relevant experience sought for demonstrating the Technical Capacity. If in case, a particular job / contract has been jointly executed by the Bidder, as a part of the consortium, it should further support its claim for the share of work done for that particular job/ contract by producing a certificate from its statutory auditors or the client concerned. For avoidance of doubt, it is expressly clarified that the Authority shall consider the experience of the Bidder, only in infrastructure projects, where it is/had holding minimum 26% stake in the consortium;
- b) Curriculum vitae of Key Personnel with a consent letter from respective person;
- c) Certificates from its statutory auditors specifying the Net Worth and the Average Consultancy Revenue, as stipulated as a requirement for the Financial Capacity, and also specifying the methodology adopted for calculation; and
- d) Audited annual reports of the Bidder, for the last 5 (five) financial years preceding Bid Due Date.

2.4.4. In case the annual accounts for the latest financial year, preceding Bid Due Date, are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 5 (five) financial years preceding the financial year, for which the audited annual report is not being provided.

¹ Net Worth = (Paid up & Subscribed Equity Capital + Reserves) LESS (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for the distribution to the equity shareholders + accumulated losses)

2.4.5. Notwithstanding anything contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of the Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten), or 5 (five), or 3 (three), or 1 (one) financial years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of the Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.5. Number of Bids

2.5.1. The Bidder is eligible to submit only one Bid for the Assignment.

2.6. Bid and other costs

2.6.1. The Bidders shall be responsible for all the costs associated with the preparation of their Bids. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7. Site visit and the verification of information

2.7.1. Bidders are encouraged to submit their respective Bids after visiting the ABD Area, and ascertaining for themselves the requirement of the assignment.

2.7.2. It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the RFP Document;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in **Clause 2.7.1** above; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.3. 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 the RFP Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority's advisor. It is the sole responsibility of the Bidder to ascertain the accuracy of the data provided by the Authority's advisor.

2.8. Right to accept or reject any or all Bids

- 2.8.1. Notwithstanding anything to the contrary contained in this RFP, the Authority reserves the right to accept or reject any Bid and 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 thereof.
- 2.8.2. The Authority reserves the right to reject any Bid if the Bidder does not provide, within the time specified by the Authority, the supplemental or supportive or additional information sought by the Authority for evaluation of the Bid.
- 2.8.3. The Authority reserves the right to reject any Bid and appropriate the Bid Security if at any time a material misrepresentation is made or uncovered. Such misrepresentation and/or improper response shall lead to the disqualification of the Bidder. If such disqualification occurs after the Financial Proposal has been opened and the Highest Bidder gets disqualified, then the Authority reserves the right to:
- a) declare the next Highest Bidder, as the Highest Bidder; or
 - b) invite the remaining Bidders to re-submit their Financial Proposals in accordance with the RFP, matching or better the Highest Bidder's Financial Proposal; or
 - c) take any such measure as may be deemed fit and is the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.8.4. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof that one or more of the Qualification criteria 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 Consultant either by issue of the LOA or entering into of the Contract, and if the Selected Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Consultant, as the case may be, without Authority being liable in any manner whatsoever to the Selected Bidder or Consultant. In such event the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP Document and/ or the Contract, or otherwise.
- 2.8.5. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of 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.

- 2.8.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as damages inter alia in any of the events specified in **Clause 2.8.7** herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid Validity Period as specified in this RFP Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.8.7. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the RFP Document and/ or under the Contract, or otherwise, under the following conditions:
- a) If a Bidder, at any time makes a material misrepresentation or Authority uncover such material misrepresentation;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Section 3** of this RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - d) In the case of Preferred Bidder, if it fails within the specified time limit -
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Contract; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Contract
 - e) In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

B. DOCUMENTS

2.9. Contents of the RFP

- 2.9.1. This RFP Document is divided into following twoparts:
- a) Instruction to Bidders
 - b) Draft Contract
- 2.9.2. This RFP Document comprise the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with **Clause 2.11**.
- Invitation for Qualification
 - Section 1 – Introduction
 - Section 2 – Instructions to Bidders
 - Section 3 – Fraud & Corrupt Practices
 - Section 4 – Pre-Bid Conference
 - Section 5 – Miscellaneous
 -

Appendices

- **Appendix I:** Letter comprising the Application for Qualification
 - **Annex I:** Details of Bidder
 - **Annex II:** Curriculum vitae of Key Personnel
 - **Annex III:** Technical Capacity of the Bidder
 - **Annex IV:** Financial Capacity of the Bidder
 - **Annex V:** Statement of Legal Capacity
- **Appendix II:** Power of Attorney for signing of Bid
- **Appendix III:** Power of Attorney for Lead Consortium Member of Consortium
- **Appendix IV:** Joint Bidding Agreement
- **Appendix V:** Anti-Collusion Certificate
- **Appendix VI:** Bank Guarantee for Bid Security
- **Appendix VII:** Clarifications
- **Appendix VIII:** Financial Proposal
- **Appendix IX:** General Condition of Contract

2.10. Clarifications

2.10.1. Bidders requiring any clarification on the RFP may notify the Authority in accordance with **Clause 1.2.10**, before the date specified in the schedule of Bidding Process contained in **Clause 1.3**.

2.10.2. The Authority shall endeavour to respond to the queries within the period specified in **Clause 1.3** of this RFP Document, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded on GoMP's E-Procurement website mptenders.gov.in. The Authority will share all the queries and its responses thereto, to all Bidders, without identifying the source of queries.

2.10.3. 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.

2.10.4. 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 RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.11. Amendment of RFP

2.11.1. At any time, but no later than 15 (fifteen) days prior to the Bid Due Date, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by the Bidder(s), modify the RFP by the issuance of Addenda.

2.11.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, and in line with the **Clause 2.10.2** of this RFP Document, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.12. Online Bid submission

2.12.1. The Bidders are required to submit its Bid on GoMP's E-Procurement website mptenders.gov.in, before Cut-off Time on Bid Due Date, including any extension thereof pursuant to **Clause 1.3**.

2.12.2. The Govt. of MP, Authority has a well-established e-tendering Department. The entire Bidding Process shall be implemented using the e-tendering process on mptenders.gov.in. Bidder shall have to follow procedures as mentioned below to submit Proposal online:

- a) The details of the procedure involved is available on the website: GoMP's E-Procurement website mptenders.gov.in;
- b) Bidders will have to register at the above website and also enrol for a digital signature certification in order to participate in the bidding process;
- c) Digital signature certification is a must for participation in the Bidding Process;
- d) Bidders are required to upload scanned / PDF Copies, as a part of his Bid, as specified in this RFP Document at the time of online submission; and
- e) Online submission of the Bid may take time while uploading and all Bidders are therefore requested to plan their Bid submission accordingly and take necessary precautions

Issues, if any, in registration or in submission of the Bid, the Bidder may consult [mptenders portal](http://mptenders.gov.in)

2.12.3. Technical Bids submitted without Physical Bid Submission, in accordance with **Clause 2.13**, shall not be evaluated and shall be summarily rejected. In case of any discrepancy between Physical Bid Submission and online Bid submission, the contents of online Bid submission shall prevail.

2.13. Submission of Bid in physical form

2.13.1. In addition to the online submission, the Bidder shall submit following documents in a physical form (the “**Physical Bid Submission**”), in a sealed outer envelope with a marking as “Physical Bid Submission – Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited”

- a) Bid Security
- b) Power of Attorney for signing of Bid

2.13.2. The Bidder shall submit Physical Bid Submission before Cut-off Time on Bid Due Date, including any extension thereof pursuant to **Clause 1.3**.

2.13.3. The envelope should be addressed to:

The Chief Executive Officer
Bhopal Smart City Development Corporation Limited
Zone 14, Bhopal Municipal Corporation, (Near Tatpar Petrol Pump)
BHEL Govindpura, Bhopal, Madhya Pradesh - 462023

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Physical Bid Submission submitted.

2.14. Language

2.14.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language that they are accompanied by appropriate translations, duly notarized, of the pertinent passages in the English language. Supporting material that is not translated into English, and not duly notarized, shall not be considered for determining the Qualification. For the purpose of interpretation and evaluation of the Bid, the notarized English language translation shall prevail.

2.15. Signing of Bid

- 2.15.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.15.2. The Bid shall be signed by the authorized signatory of the Bidder who shall also initial each page. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person signing the Bid.

2.16. Bid Due Date

- 2.16.1. Bid must be submitted before 1500 hours IST on the Bid Due Date (the “**Cut-off Time**”), in accordance with the provisions of this RFP Document.
- 2.16.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum, on GoMP’s E-Procurement website mptenders.gov.in, in accordance with provision of **Clause 2.11.2** uniformly for all Bidders.

2.17. Late Bids

- 2.17.1. Bids, which includes Physical Bid Submission in accordance with **Clause 2.13.1**, received by the Authority after the Cut-off Time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. For avoidance of doubt, it is expressly clarified that the receipt of either online or Physical Bid Submission, or both, after the Cut-off Time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected, and the Bidder shall be disqualified from the Bidding Process.

2.18. Modifications/substitution/withdrawal of Bids

- 2.18.1. The Bidder may modify, substitute or withdraw its Bid after submission, but before Cut-off Time on the Bid Due Date. No Bid shall be allowed to be modified, substituted or withdrawn by the Bidder on or after the Cut-Off Time on Bid Due Date.
- 2.18.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the Authority has expressly sought the same after the Bid Due Date, shall be disregarded and shall not be considered for the evaluation of the Bid.

D. EVALUATION PROCESS

2.19. Opening and Evaluation of Bids

- 2.19.1. The Authority shall open the Bids on e-Procurement website of the Authority at as per schedule at the place specified in **Clause 2.13.3** and in the presence of the authorized person(s) of Bidder(s), who choose to attend.
- 2.19.2. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in this **Section 2**.
- 2.19.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications or additional information, in writing from any Bidder regarding its Bid.
- 2.19.4. The Qualification of Bidders shall be entirely at the discretion of the Authority, and in accordance with this RFP Document. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or Qualification shall be provided.
- 2.19.5. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its Consultant/advisors, successors or assigns, but shall be binding on the Bidder if the contract is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.19.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

2.20. Confidentiality

- 2.20.1. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders and Qualified Bidders shall not be disclosed to any Person who is not officially concerned with the process or is not a retained professional advisor advising to 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 Bid, in confidence and shall require all those who have access to such material to treat the same in confidence.

The Authority shall 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.

2.21. Tests of Responsiveness

2.21.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. The Bid shall be considered responsive (the “**Responsive**”) only if:

- a) It is received before Cut-off Time on Bid Due Date, including any extension thereof pursuant to **Clause 1.3**;
- b) It is received as per the contents and supporting documents stipulated in this RFP Document;
- c) It is signed, as stipulated in provisions set out in this RFP Document;
- d) it is accompanied by the Bid Security as specified in **Clause 1.2.7**;
- e) the Physical Bid Submission submitted before Cut-off Time, and in accordance with **Clause 2.13.1**;
- f) it contains all the information (complete in all respects) as requested in this RFP Document and/or RFP Document (in formats same as those specified);
- g) It does not contain any condition on Application for Qualification and/or Financial Proposal; and
- h) It is not non-responsive in terms hereof.

2.21.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.22. Clarifications

2.22.1. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek written clarifications or additional information or supporting information, from any Bidder regarding its Bid through email or fax. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. The extension for the clarification date will be at the sole discretion of the Authority. If the extension sought by the Bidder is beyond the due date, then the Authority may consider providing such extension, at its own discretion.

2.22.2. If the Bidder does not provide clarifications sought under **Clause 2.22.1** above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of the Authority's understandings, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.23. Short listing of Bidders

- 2.23.1. The Bidder whose Bid is adjudged as Responsive in terms of **Clause 2.21** shall be evaluated for declaring Qualified Bidders. The Authority shall notify Bidders on the status of their Application for Qualification. The Authority will not entertain any query or clarifications from Bidders, who failed to qualify as Qualified Bidder.
- 2.23.2. The Authority reserves the right to ask for a technical elaboration/ clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.
- 2.23.3. Only those Bidders whose Technical Proposals score 75 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (the “**Technical Score**”).
- 2.23.4. Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 80% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.
- 2.23.5. The scoring criteria to be used for evaluation shall be as follows:

Sr. No.	Evaluation Criteria	Marks
1	Technical Capacity	40
2	Financial Capacity	30
3	Qualification and relevant experience of the proposed Key Personnel	30
	Total	100

The number of marks allotted under each Group is further detailed as under:

Sr. No.	Evaluation Criteria	Marks
1	Technical Capacity	40
	Number of Years in Consultancy Business	10
	Experience of area-based consultancy assignments for an area above 1000 (one thousand) acres.	15
	Number of PMC/ PDMC assignments, either as a sole consultant or in consortium with other entities for Smart Cities’ covered under Government of India’s Smart City initiative.	15
2	Financial Capacity	30
	Net Worth at the close of the last financial year, preceding Bid Due Date	15
	Average infrastructure consultancy Revenue over the three preceding financial years	15
3	Qualification and relevant experience of	30

Sr. No.	Evaluation Criteria	Marks
	the proposed Key Personnel	
	Team Leader	10
	Finance and PPP Expert	10
	Lawyer	10
	Total	100

2.23.6. In order to evaluate Technical Capacity and Financial Capacity, the Authority will provide full marks for the respective criteria for a respective Bidder having highest demonstrated capability, e.g. if in case any Bidder would have say highest 10 number of PMC/ PDMC assignments, either as a sole consultant or in consortium with other entities for Smart Cities' ABD Area, the Authority will provide full marks of 15, and another Bidder say having experience of 5 number of PMC/ PDMC assignments will receive 7.5 marks in the category.

2.24. Selection of Bidder

2.24.1. The Authority shall open Envelope-2, Financial Proposal of the Bidders, declared as the Qualified Bidder, on the e-Procurement website of the Authority in the presence of the Bidders' representatives who choose to attend on the date and time as may be intimated to the Qualified Bidders. The Authority will determine whether the Financial Proposal of the Bidder is complete, unqualified and unconditional. The Fixed Fee indicated in the Financial Proposal shall be deemed as final.

2.24.2. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F \text{ (F = amount of Financial Proposal)}$$

2.24.3. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores (the "**Composite Marks**") as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

2.24.4. The Preferred Bidder shall be the one securing the highest Composite Marks.

2.24.5. In the event that two or more Bidders quote the same Composite Marks, and in turn becomes the Highest Bidder (the "**Tie Bidders**"), the Authority shall identify the Preferred Bidder having scored higher Technical Score.

2.24.6. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match or better the Bid of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches or betters the Highest Bidder, it shall be declared as the Preferred Bidder. If two or more Bidders match or better the said Highest Bidder in the second round of bidding, then the Highest Bidder between these Bidders shall be declared as the Preferred Bidder.

If two or more Bidders match or better the said Highest Bidder in the second round of bidding, and they are Tie Bidders, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding, shall be declared as the Preferred Bidder. For example, if the third and fifth Highest Bidders in the first round of bidding offer to match or better the said Highest Bidder in the second round of bidding, and if they are Tie Bidders in the second round of bidding, the said third Highest Bidder shall be the Selected Bidder.

2.24.7. In the event that no Bidder offers to match or better the Highest Bidder in the second round of bidding as specified in **Clause 2.24.6**, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Qualified Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Qualified Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second Highest Bidder in the first round of bidding.

2.24.8. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred 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 damages on account of failure of the Preferred Bidder to acknowledge the LOA, and the next Highest Bidder may be considered.

2.24.9. After acknowledgement of the LOA as aforesaid by the Preferred Bidder, it shall become the selected Bidder (the “**Selected Bidder**”) to execute the Contract within the period prescribed in **Clause 1.3**.

E. MISCELLANEOUS

2.25. Proprietary data

2.25.1. All documents and other information supplied by the Authority or submitted by Bidder(s) to the Authority shall remain or become the property of the Authority. 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 Bid. the Authority will not return any Bid or any information provided along therewith.

2.26. Correspondence with Bidder

2.26.1. The Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid during the Bidding Process or in future.

3. Fraud and Corrupt Practices

- 3.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 3.2. Without prejudice to the rights of the Authority under **Clause 3.1** hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.3. For the purposes of this RFP Document, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Assignment;
 - b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding 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 Bidding Process;

- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4. Pre-Bid Meeting

- 4.1. A pre-Bid meeting of the interested Bidders shall be held at 1500 hrs IST, on the designated date, as mentioned in **Clause 1.3** of this RFP Document, at:

Bhopal Smart City Development Corporation Limited
Zone 14, Bhopal Municipal Corporation, (Near Tatpar Petrol Pump)
BHEL Govindpura, Bhopal, Madhya Pradesh - 462023

- 4.2. A maximum of two representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 4.3. During the course of pre-Bid meeting, 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 Bidding Process.

5. Miscellaneous

- 5.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/ or cancel the 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) Qualify or disqualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e) 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.
- 5.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

AppendixI: Letter comprising the Application for Qualification

[on letterhead of Bidder]

Dated:

To:
The Chief Executive Officer,
Bhopal Smart City Development Corporation Limited
Address

Subject: Application for Qualification – Technical Capacity and Financial Capacity for Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited(the “**Assignment**”)

Dear Sir,

With reference to your RFP Document for Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited, [dated *****], we, having examined the RFP Document and understood its contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as the Consultant for the aforesaid Assignment.
3. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (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.
6. We declare that:
 - a) We have examined and have no reservations to the RFP Document, including any Addendum issued by the Authority.

- b) We do not have any conflict of interest in accordance with **Clauses 2.2.4** of the RFP Document; and
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 3.3** of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section 3** of the RFP Document, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with **Clause 2.8** of the RFP Document.
8. We declare that we are not a part of any other Bidder, participating in this Bidding Process.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our associates.
11. We further certify that no investigation by a regulatory Authority is pending either against us or against our associates or against our partners or any of our managers/ employees.
12. 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 guidelines referred to above, we shall intimate the Authority of the same immediately.
13. The Statement of Legal Capacity as per format provided at **Annex V** in **Appendix I** of the RFP Document, and duly signed, is enclosed.
14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in

connection with the selection/ Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.

15. We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, we submit this Bid 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 Authorized Signatory)

Name and Seal of the Bidder

Annex I: Details of Bidder²

1. The Bidder

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (a) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Assignment(s):

3. Details of individual(s) who will serve as the point of contact/ communication:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

5. In case of a Consortium,

- a) the information above (1-4) should be provided for all the Members of the Consortium.
- b) Jt. Bidding Agreement, as envisaged in **Clause 2.2.7 (g)** should be attached to the Proposal.
- c) Information regarding role of each Consortium Member should be provided as per table below:

Sl. No	Name of Consortium Member	Role of Consortium Member	Percentage of equity in the Consortium
1.			
2.			
3.			

- a) The following information shall also be provided for each Consortium Member

² In case of Consortium, provide these details for all Consortium Members

S. No	Criteria	Yes	No
1.	Has the Bidder/ any of the Consortium Member been barred by the Central/ State Government, or any entity controlled by it from participating in any project (DBFOT or otherwise)?		
2.	If the answer to Sr. No. 1 is yes, does the bar subsist as on Bid Due Date?		
3.	Has the Bidder/ any of the Consortium Member paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

If the answer if “Yes” for any of above three questions, then the Bidder shall provide required information in detail.

6. A statement by the Bidder disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Annex II: Curriculum vitae of Key Personnel

The Bidder shall provide a team of professional comprising following Key Personnel, dedicated for the Assignment:

Sr. No	Key Personnel and required numbers	Required Experience
1	Team Leader cum Town Planner	Minimum 10 years of experience in the area based assignments, and having worked for at least one Smart City project in a town in Madhya Pradesh.
2	PPP cum Finance Expert	Minimum 10 years of experience in the PPP and Finance assignments, and having worked for at least one Smart City project in a town in Madhya Pradesh.
3	Lawyer	Minimum 10 years of experience in the infrastructure and/or real estate assignments, as a lawyer.

The Bidder shall provide curriculum vitae of these Key Personnel in a format provided below:

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH APPLICATION FOR QUALIFICATION

PROPOSED POSITION	:				
NAME OF STAFF	:				
DATE OF BIRTH	:				
NATIONALITY	:				
PERSONAL ADDRESS	:				
 TELEPHONE NO					
 FAX NO					
 E-MAIL ADDRESS					
EDUCATIONAL QUALIFICATION	:				
OTHER TRAINING	:				
LANGUAGES AND DEGREE OF PROFICIENCY	:				
		<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 10px;">Speak</td> <td style="padding: 0 10px;">Read</td> <td style="padding: 0 10px;">Write</td> </tr> </table>	Speak	Read	Write
Speak	Read	Write			
 MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS	:				

PROFESSIONAL EXPERIENCE	:
WORK EXPERIENCE IN THE RELEVANT FIELD FOR THE PROJECT	:

EMPLOYMENT RECORD: STARTING FROM THE MOST RECENT			
Period	Employing organization and title / position	Country	Summary of activities performed

DETAILED TASK ASSIGNED	
TASK	PROJECTS HANDLED

Experience on relevant projects/assignments
<p>1. Name of Project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main Project features:</p> <p>Position held:</p> <p>Activities performed:</p> <p>Documentary evidence: <i>attach separately for each relevant project/ assignment</i></p>

I, the undersigned, confirm that

- (i) To the best of my knowledge, this CV correctly describes myself, my qualifications, and my experience; and
- (ii) I am not employed by the Authority

I understand that any willful mis-statement in this CV may lead to my disqualification or dismissal, if engaged.

[date]
(name of Key Personnel)

Countersigned by-

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Bidder)

Annex III: Technical Capacity of the Bidder

Particulars	Details of the project
Name of the project	
Name of the project Authority	
Entity claiming for the Technical Capacity	
Client name	
Period of the Assignment	Construction period – from ddmmyyyy to ddmmyyyy Project commencement date – ddmmyyyy
Location	
Project cost, Rscore	
Assignment scope	
Role played by the Bidder	
Equity holding of the Bidder in the project executing company/ consortium	
Certificate provided by the Bidder	

Instructions:

1. The Bidder is expected to provide information in a format provided above for a project, matching Qualification criteria as stipulated in **Clause 2.4**, of this RFP Document.
2. Certificates from the Bidder's statutory auditor or the client concerned must be furnished for the project. In jurisdictions, that do not have the statutory auditors, the auditors who audit the annual accounts of the Bidder should provide the requisite certification.
3. It may be noted that, in case of an absence of the proper certificate, as mentioned hereinabove, the information would be considered an inadequate and would lead to the exclusion of the project, in determining the Technical Capacity of the Bidder.

Annex IV: Financial Capacity of the Bidder

In Rupees crore³

Name of Bidder	Year 1	Year 2	Year 3
Net Worth			
Consultancy Revenue			

Instructions:

1. The Bidder shall attach copies of the financial statements/ annual reports for the five financial years, preceding Bid Due Date. The financial statements/ annual reports, must:
 - i. Reflect the financial situation of the Bidder;
 - ii. Be audited by the statutory auditor;
 - iii. Be complete, including all notes to the financial statements; and
 - iv. Correspond to the accounting periods already completed and audited; no statements for partial periods shall be requested or accepted
2. Year 1 will be the latest completed financial year, preceding Bid Due Date. Year 2 will be the year, immediately preceding the Year 1, and so on. If in case the Bid Due Date falls within 3 months of the close of the latest financial year of the Bidder, refer **Clause 2.4.5**.

³If in case the financial details are available in the foreign currency, other than Indian Rupee, then the same may be converted into Indian Rupee. The rate applicable for such conversion shall be the RBI Reference Rate, provided and published by the Reserve Bank of India, on its website www.rbi.org.in for ddmmyyyy. If in case, the financial details are available other than tradable currencies, i.e. USD, GBP, Euro or YEN, then the same may be converted first into these tradable currencies, before converting into Indian Rupee. For converting the financial data, into the tradable currency, the Bidder may consider the convertible rate provided and published by the central bank of the respective country for ddmmyyyy.

Annex V: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To:

The Chief Executive Officer,
Bhopal Smart City Development Corporation Limited

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP Document.

We have agreed that _____(insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory

For and on behalf of

Appendix II: Power of Attorney for signing of Bid

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), _____ son/daughter/wife of _____ and currently residing at _____, who is [currently 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 Bid for pre-qualification and submission of our Bid for “Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited” (the “**Assignment**”), proposed or being developed by the Bhopal Smart City Development Corporation Limited, including but not limited to signing and submission of Bid, and other documents and writings, participate in Pre-Bids 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 Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Bhopal Smart City Development Corporation Limited in all matters in connection with or relating to or arising out of our Bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Contract with the Bhopal Smart City Development Corporation Limited.

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, ADDRESS)

WITNESS:

- 1.
- 2.

(ACCEPTED) _____ (SIGNATURE)
(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

- 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 favour 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 legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Appendix III: Power of Attorney for Lead Consortium Member of Consortium

(To be executed on non-judicial stamp paper of appropriate value)

Whereas Bhopal Smart City Development Corporation Limited has invited Bids from interested parties for Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited (the “**Assignment**”).

Whereas, the Consortium Members are interested in submitting Bid for the Assignment and implementing the Assignment in accordance with the terms and conditions of the Request for Proposal (RFP) Document and Contract, and

Whereas, it is necessary for the Consortium Members to designate one of the Consortium Members as the Lead Consortium Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Assignment and its execution.

We, having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Consortium Members, as the Lead Consortium Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to subdelegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Assignment, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Assignment and/ or upon award thereof till the Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ Consortium.

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)
(Executants)

(To be executed by all Consortium Members)

Witnesses:

- 1.
- 2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour 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. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix IV: Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20... (the “**Jt. Bidding Agreement**”)

AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

- A. The Bhopal Smart City Development Corporation Limited hereinafter referred to as “**Authority**” has invited Bids by its Request for Proposal Tender No. dated (the “**RFP**”) for “Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited” (the “**Assignment**”);
- B. The Parties are interested in jointly bidding for the Assignment as Consortium Members (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Jt. Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. **Consortium**

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Assignment.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Assignment, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Preferred Bidder and awarded the Assignment, it shall incorporate the SPV as required by and in accordance with the Bidding Documents for performing all its obligations as the Consultant in terms of the Contract for the Assignment.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead Consortium Member of the Consortium and shall have the power of attorney from Second Part for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Effective Date under the Contract when all the obligations of the SPV shall become effective;
- b. {Party of the Second Part shall be _____.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Assignment in accordance with the terms of the RFP, the Contract and for the performance of the Consultant’s obligations under the Contract.

6. Stakeholding in the Consortium

(a) The Parties agree that the proportion of stakeholding among the Parties in the Consortium shall be as follows:

First Part:

Second Part:

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;

- b. the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Jt. Bidding Agreement for the delegation of power and Authority to execute this Jt. Bidding Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any applicable law presently in effect and having applicability to it;
 - iii. violate the memorandum of association and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Contract in accordance with the terms thereof, in case the Assignment is awarded to the Consortium. However, in case the Consortium is either not qualified for the Assignment or does not get selected for award of the Assignment as the Selected Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD CONSORTIUM MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

- 1. The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Appendix V: Anti-Collusion Certificate

(To be executed on stamp paper of appropriate value)

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

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of20

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorised Person)

.....
(Name of the Authorised Person)

Appendix VI: Bank Guarantee for Bid Security

B.G.No.

Dated:

1. In consideration of you, The Chief Executive Officer, Bhopal Smart City Development Corporation Limited having its office at Bhopal, India (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid, a Company registered under provision of the Companies Act. 1956 and having its registered office at [xx] and acting on behalf of its Consortium (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Providing Consultanting Consultancy Services for Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited, (hereinafter referred to as the “**Assignment**”) pursuant to the request for proposal document dated [xx] issued in respect of the Assignment (“**RFP**”), we [Name of the Nationalized Bank] having our registered office at [xx] and one of its branches at [xx] (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of **Clause 1.2.7** the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Bhopal Smart City Development Corporation Limited an amount of [provide Bid Security amount here] only as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding the Bid Security.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of Authority's notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above

branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding, any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. This Bank Guarantee and all questions of its interpretation shall be construed in accordance with the laws of India. The courts at Bhopal shall have jurisdiction over matters arising out of or relating to this Bank Guarantee.

Signed and Delivered by [xx] Bank

By the hand of Mr./Ms. [xx], its [xx] and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

Appendix VII: Clarifications

Sr. No	RFP Document – Clause reference	Issue with current Clause or Provision / Rationale for change	Comment or Clarification/ Change sought
1			
2			
.			
N			

Appendix VIII: Financial Proposal

Dated:

To:
The Chief Executive Officer,
Bhopal Smart City Development Corporation Limited

Subject: Financial Proposal for “Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited”

Dear Sir,

With reference to your RFP Document for “Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited”, dated *****, I/we, having examined the RFP Document and understood its contents, hereby submit my/our Financial Proposal for the aforesaid Assignment. The Bid is unconditional and unqualified.

1. The Financial Proposal is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Consultant for the aforesaid Assignment, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Consultant for the “Appointment of Consultant for Development of Policy for Land Monetization and Model Tender Documents & Contracts for ABD Land of Bhopal Smart City Development Corporation Limited” (the “**Assignment**”).
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Financial Proposal.
5. I/ We acknowledge the right of the Authority to reject our Financial Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Authority nor have had any contract terminated by any public Authority for breach on our part.

7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP Document, including any Addendum issued by the Authority; and
 - b) I/ We do not have any Conflict of Interest in accordance with **Clauses 2.2.4** of the RFP Document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 3.3** of the RFP Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section 3** 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; and
 - e) the undertakings given by us along with the Bid in response to the RFP Document for the Assignment were true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with **Clause 2.8** of the RFP Document.

9. I/ We believe that we satisfy(s) the Net Worth and Average Consultancy Revenue and meet(s) the requirements as specified in the RFP Document.

10. I/ We declare that we or our Associates are not a part of any other Bidder submitting a Bid for the Assignment.

11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/employees.

14. 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 guidelines referred to above, we shall intimate Authority of the same immediately.
15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
16. In the event of our company being declared as the Preferred Bidder, I/we agree to enter into an Contract in accordance with the draft that has been provided to us prior to the Bid Due Date [and Addenda thereof]. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/ We have studied all the RFP Document carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the AUTHORITY or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
18. I/ We offer a Bid Security of [provide amount here] to the Authority in accordance with the RFP Document.
19. The Bid Security in the form of a [Demand Draft/ Bank Guarantee] is enclosed.
20. I/ We agree and understand that the Financial Proposal is subject to the provisions of the RFP Document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment / Contract is not awarded to me/us or our Bid is not opened or rejected.
21. The Fixed Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Contract, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the project.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.
23. We shall be liable for all the obligations of the Consultant under the Contract.
24. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

25. I/ We hereby declare that, on selection, for feeder panels and lighting fixtures, we shall use products not more than four manufacturers and produce relevant certification from Bureau of Indian Standards of these manufacturers.

26. **I/ We hereby submit our Bid and seek Fixed Fee of Rsxxxx Lakh (Rupees xxxx Lakh only) to execute the Assignment in accordance with the provisions of the Contract.**

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

Yours faithfully,

Place:

Date:

(Signature,
Name and Designation
of the Authorised signatory)

Note- Financial Proposal to be submit in financial bid format uploaded on online portal in excel sheet (Bidders need to download the uploaded format and quote respective rates and upload on online portal)

Appendix IX: General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

- a. Unless the context otherwise requires the following terms whenever used in this contract have the following meanings. "Applicable law" means the law 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 Annexures;
- c. "**Contract**" means the contract signed by the parties, to which these General Conditions of Contract are attached, together with all the related documents of such signed contract;
- d. "**Company**", "**Employer**", "**Client**" means "Bhopal Smart City Development Corporation Ltd."; represented by the Chief Executive Officer or any officer so nominated by the Chief Executive Officer;
- e. "**Dispute**" shall have the meaning set forth in **Clause GC 8.0**
- f. "**Effective Date**" means the date on which this contract comes into force and effect pursuant to **Clause GC 2.1**;
- g. "**GC**" means these General Conditions of Contract;
- h. "**Government**" means the Government of India;
- i. "**Key Personnel**" means such persons who at the time of being so hired had their domicile inside India and 'Key Personnel' mean the personnel referred to in **Clause GC 4.2**;
- j. "**Local Currency**" "₹," "Re.," or "Rs.," "INR" means Indian Rupees;
- k. "**Chief Executive Officer**" means Chief Executive Officer of Bhopal Smart City Development Corporation Ltd;
- l. "**Member**" in case the Consultant consist of a joint venture or consortium of more than one entity, means any of these entities, and "members" means all of these entities;
- m. "**Party**" means the Client or the Consultant, as the case may be and "Parties" means both of them;
- n. "**Personnel**" means persons hired by the Consultant or by any sub Consultant as employee and assigned to the performance the services or any part there of; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India and 'Key Personnel' mean the personnel referred to in **Clause GC 4.2**;
- o. "**SC**" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- p. "**Services**" means the work to be performed by the Consultant pursuant to this contract for the purposes of the project, as described in Terms of reference hereto RFP Document
- q. "**State Government**" means the State Government of Madhya Pradesh;
- r. "**Sub Consultant**" means any entity to which the Consultant sub contract any part of the services;

- s. **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a sub Consultant;
- t. **“Technical Proposal”** means the technical proposal submitted by the Consultant and accepted by the BSCDCL;

1.2 Relations 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 BSCDCL and the Consultant. The Consultant, subject to this contract, 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 client 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 client shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and Madhya Pradesh State.

1.5 Language

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

1.6 Headings

The headings shall not limit, alter or affect the meaning of this contract.

1.7 Notices

- 1.7.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered post or facsimile to such party at the address specified as below:

Client:

The Chief Executive Officer,
Bhopal Smart City Development Corporation Limited

Consultant:

The Chief Executive Officer,
Name of the Consultant
Address

1.7.2 Notice will be deemed to be effective as follows:

- a) In the case of personal delivery or registered mail, on delivery;
- b) In case of e-mail, on delivery;
- c) In the case of telegrams, 24 hours following confirmed transmission; and
- d) In the case of facsimiles, 24 hours following confirmed transmission.

1.7.3 A party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed hereinabove in **Clause GC 1.7.2**.

1.8 Location

The services shall be performed at such locations as approved by the client hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the client may approve.

1.9 Authority of Member in charge

In case the Consultant consist of a joint venture/consortium of more than one entity, the members hereby authorize the entity specified hereinabove in **Clause GC 1.7.2** to act on their behalf in exercising all the Consultant' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.10 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the client or the Consultant may be taken or executed by the officials specified as below:

- **Client:** [name], the Chief Executive Officer,
- **Consultant:** [name], the Chief Executive Officer

1.11 Taxes and Duties

The Consultant shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Laws. However, Fixed Fee is exclusive of GST and the Client shall pay GST, as applicable, over and above such Fixed Fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This contract shall come into force and effect on the date (the “**Effective Date**”) of the client’s notice to the Consultant instructing the Consultant to begin carrying out the services. This notice shall confirm that the effectiveness conditions that, if any, have been met.

2.2 Termination of contract for Failure to become Effective

If this Contract has not become effective within 45 (forty five) days after the date of the Contract signed by the Parties, either party may, by not less than four (4) weeks written notice to the other party, declare this contract to be null and void and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

2.3 Commencement of services

The consultant shall begin carrying out the services within a period of fifteen days after Effective Date.

2.4 Expiration of contract

Unless terminated earlier pursuant to **Clause GC 2.2** hereof, this contract shall expire when services have been completed and all payments have been made at the end of six months after the Effective Date.

2.5 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.6 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties 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 or by an order of any court of law.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of any 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 contract and [B] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract:

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 contract in so far 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 contract.

2.7.3 Measures to be taken:

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfil its obligations hereunder with 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 fourteen (14) 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 possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of Time: Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments: During the period of their 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 them (i.e. cost escalation) during such period for the purposes of the services.

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

2.8 Suspension

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

2.9 Termination

2.9.1 By the Client: The Client may by not less than thirty (30) days written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this **Clause GC 2.9.1** terminate this contract.

- a. If the Consultant fail to remedy in the performance of their obligations hereunder , as specified in a notice of suspension pursuant to clause GC 2.8 herein above , within thirty (30) day of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- b. If the Consultant become (or , if the Consultant consist of more than one entity , if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Consultant fail to comply with any final decision reached as a result of arbitration proceedings pursuant to clause GC 8 hereof ;
- d. If the Consultant submit to the Client a statement which has a material effect on the rights , obligations or interests of the Client and which the Consultant know to be false;
- e. If as the result of Force Majeure, the Consultant are unable to perform a material portion of the services for a period of not less than thirty (30) days; or
- f. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.9.2 By the Consultant: The Consultant may, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this clause, terminate this contract.

- a. if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **Clause GC 8** hereof within forty (45) days after receiving written notice from the Consultant that such payment is overdue;
- b. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the Consultant notice specifying such breach;
- c. if, 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 sixty (60) days; or
- d. If the Client fails to comply with any final decision reached as a result of arbitration pursuant to **Clause GC 8** hereof.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to **Clauses GC 2.2 or 2.9** hereof, or upon expiration of this Contract to **Clause GC 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 GC 3.3 hereof;
- iii. Any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses GC 2.9.1 or 2.9.2** hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by **Clauses GC 3.9 or 3.10** hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to **Clauses GC 2.9.1 or 2.9.2** hereof, the Client shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Client):

- i. Remuneration pursuant to **Clause GC 6** hereof for Services satisfactorily performed prior to the effective date of termination
- ii. Reimbursable expenditures pursuant to **Clause GC 6** hereof for expenditures actually incurred prior to the effective date of termination; and
- iii. Except in the case of termination pursuant to paragraphs (a) through (d) of **Clause GC 2.9.1** hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (e) of **Clause GC 2.9.1** or in **Clause GC 2.9.2** hereof has occurred, such Party may, within 45 days after receipt of notice of

termination from the other Party, refer the matter to arbitration pursuant to **Clause GC 8** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATION OF THE CONSULTANT

3.1 General

3.1.1 **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-Consultant or third parties.

3.1.2 **Law Governing Services:** The Consultant shall perform the Services in accordance with the Applicable Law 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 Law. If required the Client shall advise the Consultant in writing of relevant local customs and the Consultant shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 **Consultant not to benefit from Commissions, Discounts, etc.:** The remuneration of the Consultant pursuant to **Clause GC 6** hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to **Clause GC 3.2.2** hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their 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.

3.2.2 **Procurement Rules:** If the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultant and Affiliates not to engage in certain Activities:** The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity

affiliated with the Consultant, as well as any other sub-consultant and any entity affiliated with such sub-Consultant, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities: Neither the Consultant nor their 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 Contract, any business or professional activity in the Governments' country which would conflict with the activities assigned to them under this Contract; or
- b. After the termination of this contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, their sub-Consultant and the personnel of either of them shall not, either during the term or within one (1) year after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultant

The Consultant' liability under this contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken by the Consultant

The Consultant shall take out and maintain an adequate insurance and shall cause any sub-Consultant to take out and maintain, at their (or the sub-Consultant', as the case may be) own cost, and shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Accounting, Inspection and Auditing

The Consultant (i) shall 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 bases thereof and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration of termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.7 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

3.8 Documents prepared by the Consultant to be the Property of the Client

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 Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services.

4.2 Description of Personnel

- a. The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the consultant's Key Personnel as described in RFP Document.
- b. If the additional work is required beyond the scope of the services specified in Terms of reference, the estimated periods of engagement of Key Personnel set forth in RFP may be increased by agreement in writing between the Client and the Consultant.

4.3 Approval of personnel

The key personnel and sub Consultant listed by title as well as by name in Technical Proposal and accepted by the Client shall deemed to be approved by the Client. In respect of other Key Personnel that the Consultant propose to use in carrying out of the service, the Consultant shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Removal and/or Replacement of Personnel

- a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel, the Consultant shall forthwith provide as a replacement another person of equivalent or better qualifications.
- b. If the Client (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultant shall at the Clients written request specifying the grounds

therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Client.

5. OBLIGATION OF THE CLIENT

5.1 Assistance and exemptions

The Client shall use its best efforts to ensure that the Client shall Assist the Consultant, Sub Consultant and Personnel as shall be necessary to enable the Consultant, Sub Consultant or Personnel to perform the services;

5.2 Access to Land

The Client will provide necessary permission that the Consultant shall have, free of charge, unimpeded access to all land in the ABD Area in respect of which access is required for the performance of the services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any sub-Consultant or the personnel of either of them.

5.3 Changes in Applicable Laws

If after the date of this contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the Consultant in performing the services then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties hereto,

5.4 Payment

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

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimate: Ceiling Amount

- a) Except as may be otherwise agreed under **Clause GC 2.6** and subject to **Clause GC 6.1(b)**, payments under this Contract shall not exceed the ceilings specified in the Financial Proposal, and shall be payable as below:

Sr. no.	Deliverables	Timeline	Payment to the Consultant
----------------	---------------------	-----------------	----------------------------------

Sr. no.	Deliverables	Timeline	Payment to the Consultant
1	Commencement of the Assignment	T_0	5%
2-A	Submission of Draft Land Monetization / Disposal Policy	$T_0 + 45$ Days	10%
2-B	Submission of Final Land Monetization / Disposal Policy	$T_0 + 60$ Days	15%
2-C	Submission of Model RFP Document	$T_0 + 15$ Days	10%
2-D	Approval of Model RFP Document	$T_0 + 30$ Days	5%
2-E	Evaluation of Bidders and Submission of Bid evaluation report (Transaction Advisory with Select bidder is excluded from the scope)	$T_0 + 50$ Days	5%
3-A	Submission of Model Definitive Agreement	$T_0 + 60$ Days	10%
3-B	Approval of Model Definitive Agreement	$T_0 + 75$ days	15%
4-A	Submission of Model Sale Deed	$T_0 + 60$ Days	10%
4-B	Approval of Model Sale Deed	$T_0 + 75$ days	15%

- b) Notwithstanding the **Clause GC 6.1(a)** hereof, if pursuant to **Clauses GC 5.3, 5.4** hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in **Clause GC 6.1(a)** above, the ceiling or ceilings, as the case may be, set forth in **Clause GC 6.1(a)** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment

All payments shall be made in Indian Rupees.

6.3 Mode of Billing and Payment

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

- a. The Client shall cause to be paid to the Consultant an advance payment as specified in the **Clause GC 6.1 (a)**.

- b. As soon as practicable and not later than fifteen (15) days after the end of each deliverable, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of recipient invoices, vouchers and other appropriate supporting materials, wherever applicable, of the amounts payable pursuant to **Clauses GC 6.2 and 6.3** for such deliverable.
- c. The Client shall cause the payment of the Consultant periodically as given in schedule of payment above within fifteen (15) days after the receipt by the Client of bills with supporting documents.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The parties recognise that it is impractical in this contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such actions as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with **Clause GC 8** hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable settlement: the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 8.2 Dispute settlement: any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party on the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

9. FORECLOSURE

- 9.1 The Client may, by not less than 30 (thirty) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant,

without assigning any reason whatsoever at any stage of the contract, terminate the contract.

- 9.2 Upon termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant upto and including the date of termination to the Client.
- 9.3 The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall also be reimbursed for reasonable demobilization expenses, if the Contract is terminated.