

OFFICE OF THE MUNICIPAL CORPORATION RAJNANDGAON

RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon

MUNICIPAL CORPORATION ,RAJNANDGAON

Rajnandgaon

Chhattisgarh

OFFICE OF THE MUNICIPAL CORPORATION RAJNANDGAON

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RFP NOTICE

NO 1273 /Lok-11/ PWD/2017-18 RAJNANDGAON , DATED 28 / 10 /2017

RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar& budha sagar Lake, Rajnandgaon

MUNICIPAL CORPORATION ,RAJNANDGAON for implemetation of beautification and improvement of Rani Sagar and budha sagar and budha sagar Lake, Rajnandgaon. Through this notice MUNICIPAL CORPORATION ,RAJNANDGAON invites bid for Selection of a Firm to develop the DPR and to the Transaction Advisory for Rani Sagar and budha sagar Lake.

Name of work	EMD	RFP Document Fee
RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon	INR 1,00,000/-	INR 10,000/-

1. RFP documents can be seen on the website <http://uad.cg.gov.in> and [www. mcrjn.com](http://www.mcrjn.com) downloaded from the said portal.
2. RFP document can be obtained between 11:00 AM and 5:00 PM. on all working days on payment of a bid processing fee of INR. 10,000/- (Ten Thousand only) in the form of a demand draft drawn on a scheduled commercial bank in India in favour of MUNICIPAL CORPORATION ,RAJNANDGAON Rajnandgaonand payable at Rajnandgaon, Chhattisgarh.
3. The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
4. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published in the departmental website only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

**Commissioner
Municipal Corporation,
Rajnandgaon**

Table of Contents

DISCLAIMER	4
Invitation for Proposals	8
1 INTRODUCTION	9
Part I	11
2 INSTRUCTIONS TO BIDDERS	11
3 CRITERIA FOR EVALUATION	29
4 FRAUD AND CORRUPT PRACTICES	31
5 PRE-BID CONFERENCE	33
6 MISCELLANEOUS	34
SCHEDULES	35
Schedule-1	36
SCHEDULE-2	39
Part-II:- Application and Proposal Forms (APF)	41
RFP Form-1	42
RFP Form - 2	44
RFP Form - 3	45
RFP Form - 4	46
RFP Form – 5	48
RFP Form – 6 Approach and Methodology	49
RFP Form – 7 CV	50
FINANCIAL PROPOSAL-Form-1	51
Financial Proposal Form -2	52
Part-III:- Draft of Contract Agreement	53
Part-IV:- Draft Terms of Reference	70
Part V:- 2. Details of Zone	Error! Bookmark not defined.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the MUNICIPAL CORPORATION ,RAJNANDGAON or any of its employees or advisers, is provided to Bidder 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 or an offer by the MUNICIPAL CORPORATION ,RAJNANDGAON to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to the min the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MUNICIPAL CORPORATION ,RAJNANDGAON in relation to set up the RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon. 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 MUNICIPAL CORPORATION ,RAJNANDGAON its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the MUNICIPAL CORPORATION ,RAJNANDGAON is bound to select Bidder or to appoint the Selected Bidder, as the case may be, RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon and the MUNICIPAL CORPORATION ,RAJNANDGAON reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bearable list 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 MUNICIPAL CORPORATION ,RAJNANDGAON 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 MUNICIPAL CORPORATION ,RAJNANDGAON shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

Sd/
Commissioner
Municipal Corporation,
Rajnandgaon

**RFP for Selection of consultancy firm to prepare Detailed Project Report and
conduct Transaction Advisory for development, beautification and
improvement of Rani Sagar and budha sagar Lake, Rajnandgaon**

Key Information & Event Schedule

S.No	Description	
1.	Web address to download the RFP	http://uad.cg.gov.in and www.mcrjn.com
2.	Date of Pre – Bid meeting	Date: 06/11/2017 Time: 3:30 p.m. Municipal Corporation, Rajnandgaon Town Hall Near N.h.6 Rajnandgaon. 491441
3.	Date of Issue/Uploading of RFP.	Date : 28/ 10/2017
4.	Last date and time of Submission of Bid (Bid Due Date)	Up to Date: 28 / 11 /2017 15:00 hrs
5.	Mode of Submission of RFP	Through speed post /registered post/courier only.
6.	Date of Opening of Technical Bid	: 29/ 11 /2017 at 16:00 hrs
7.	Date of Opening of Financial Bid	To be announced later
8.	Duration of services:	As per RFP.
9.	Cost of RFP Document	INR 10,000/- Demand draft in favour of Commissioner Municipal Corporation, payable Rajnandgaon at Rajnandgaon
10.	Earnest Money Deposit	INR 1,00,000/-in the form of demand draft/FDR in the name of Commissioner Municipal Corporation, payable Rajnandgaon at Rajnandgaon
11.	Selection Process	As per RFP
12.	Representative/Contact Person of MUNICIPAL CORPORATION ,RAJNANDGAON for further information	Mr. Deepak Kumar joshi Ph. No. 07744-404893 07744–224240 Mo. No. 9425240050 nigamrajnandgaon@gmail.com , dkjoshi27@gmail.com
13.	Evaluation Criteria	As per RFP
14.	Address where Bidders must send proposal	Commisioner, Municipal Corporation, Rajnandgaon Town Hall Near N.h.6 Rajnandgaon. 491441

Commissioner
Municipal Corporation Rajnandgaon

Invitation for Proposals

1 INTRODUCTION

1.1 Background

1.1.1 Chhattisgarh is one of the progressive States in India and its people are quite proactive in keeping themselves abreast of the changing global landscape. With rapid urbanization & growing needs of the citizens for better service delivery, better civic amenities, better living standards etc. To give the best civic amenities to the public, Rajnandgoan Municipal Corporation has decided to upgrade, beautify and develop Rani Sagar and budha sagar Lake, to state of the art facility

1.1.2 In order to expedite the development, MUNICIPAL CORPORATION ,RAJNANDGAON intends to appoint Consultant having in-depth experience in the fields of Lakes, as per the Scope of Services enumerated in TOR.

1.1.3 This RFP consists of following:

Part I: Instructions to Bidders (ITA)

Part II: Application and Proposal Forms (APF)

Part III: Draft Contract Agreement for Assignment

Part IV: Draft Terms of Reference (TOR) for Assignment

Part V: ULB wise details

1.1.4 Bidders are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application by visiting MUNICIPAL CORPORATION ,RAJNANDGAON office, sending written queries to MUNICIPAL CORPORATION ,RAJNANDGAON and attending a pre-proposal conference on the date and time specified in this RFP Please note that no cost of any such visit is reimbursable by MUNICIPAL CORPORATION ,RAJNANDGAON.

1.1.5 Bidders must read carefully the eligibility criteria (the “Eligibility”) provided in RFP and must meet these requirements.

1.1.6 Brief description of the Selection Process

The MUNICIPAL CORPORATION ,RAJNANDGAON has adopted a Single stage two envelope bid process (“Selection Process”) in evaluating the bids comprising Technical Bid (envelope - 1) and financial bid (envelope- 2). In the first stage, a technical check would be carried out as specified in RFP and a list of shortlisted (qualifying bidders) will be made. Financial Bid of only shortlisted parties will be opened and evaluated as specified in RFP. The selection of the bidder would be done on QCBS (70:30) basis.

1.1.7 JV/Consortium

Not Allowed

1.1.8 Accessing/ Purchasing of Bid Documents

a) RFP documents can be seen on the website <http://uad.cg.gov.in> and www.mcrjn.com downloaded from the said portal. If downloaded then the bid processing fee has to be submitted along with the proposal as in RFP

- b) RFP document can be obtained between 11:00 AM and 5:00 PM. on all working days on payment of a fee of INR. 10,000/- (Ten Thousand only) in the form of a demand draft n India in favour of MUNICIPAL CORPORATION ,RAJNANDGAON Rajnandgaon and payable at Rajnandgaon, Chhattisgarh.
- c) The RFP can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published in the departmental website only. MUNICIPAL CORPORATION ,RAJNANDGAON reserve the right to change the terms and conditions, select/reject any application without assigning any reason thereof.
- d) MODIFICATION/SUBSTITUTION/WITHDRAWAL OF APPLICATIONS:
 - (i) In the event of modification/substitution/withdrawal of the Application, the Bidder may modify, substitute or withdraw the documents of its Application after submission prior to the Application due date. For the same they have to send an official letter to MUNICIPAL CORPORATION ,RAJNANDGAON and collect the documents from MUNICIPAL CORPORATION ,RAJNANDGAON office before due date.
- e) Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.
- f) Any tender received without Earnest Money and bid processing fee shall not be considered and shall be summarily rejected.
- g) The bidder may note that they are liable to be disqualified at any time during qualification process in case any of the information furnished by them is not found to be true. The decision of MUNICIPAL CORPORATION ,RAJNANDGAON in this regard shall be final and binding

Part I

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, Scope of Services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a Bidder firm fulfills the condition of the RFP it can participate in the Selection Process. The term Bidder (the "Bidder") means the firms applying under this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

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

2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical Bid shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority

2.2 Conditions of Eligibility of Bidders

The following is the requirement of submission of information pertaining to Qualification of the Bidder. MUNICIPAL CORPORATION ,RAJNANDGAON shall evaluate the following information submitted by the Bidder. MUNICIPAL CORPORATION ,RAJNANDGAON retains the right to seek clarifications with respect to the submission of Qualification Proposal by the Bidders. The Bidders would be required to meet the evaluation criteria on each of the following mentioned Qualification requirements.

Bids that meet the below given pre-qualification criteria would be considered as qualified to be taken up for Technical evaluation.

SN	Eligibility Criteria	Supporting document to be Submitted
A.	The Bidder should be an Indian Company, registered under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the	Certificate of Incorporation should be attached.

	Buisnessentity should be a firm/ LLP (Limited Liability Firm) /Proprietoer and Partenership Firm and should be in existence for the last 5 years as on date of bid submission. Two (Max one +one) Consortium/ Joint venture is allowed.	
B.	The Bidder should have done at least two similar work means Lake or river& Surrounding work projects in India.	Work orders or agreements should be attached.
C.	The bidder should have an average turnover from similar consultancy works of Rs. 3.00 Crores or more, during the last three financial years. (2014-15, 2015-16 & 2016-17)	Copy of the last three years (i.e. 2014 – 15 2015 – 16 and 2016-17) audited fin/ancial statements / Audited Balance Sheet & CA Certificate should be attached.
D.	The bidder should not be blacklisted as on date by any State/Central Govt./ ULB /Semi-Government Organization/ PSU in India	An undertaking by an authorized signatory needs to be submitted in this regard.

2.3 Conflict of Interest

2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

a) the Bidder, its consortium member (the "**Member**") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

b) a constituent of such Bidder is also a constituent of another Bidder; or

c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

d) such Bidder has the same legal representative for purposes of this Application 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 other's information about, or to influence the Application of either or each of the other Bidder; or
- f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Bidder (the "**Associate**"); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be

treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Bidder eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Experts, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Lead Expert of an Bidder/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Lead Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.
- 2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. However, the said obligation shall not apply to services that are of statutory audit nature. The Authority shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.
- 2.3.6 A Bidder shall not have a Conflict of Interest with regard to the future RFPs. Any Bidder found to have such a conflict of interest shall be disqualified from participation in the relevant RFP(s) in the future process of calling financial proposals.

- 2.3.7 MUNICIPAL CORPORATION ,RAJNANDGAON requires that the Consultant provide professional, objective, and impartial advice and at all times hold, MUNICIPAL CORPORATION ,RAJNANDGAON's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of MUNICIPAL CORPORATION ,RAJNANDGAON.
- 2.3.8 Without limitation on the generality of the foregoing, the Consultant and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
- 2.3.9 If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing Consultancy services to MUNICIPAL CORPORATION ,RAJNANDGAON for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.
- 2.3.10 A firm which has been engaged by MUNICIPAL CORPORATION ,RAJNANDGAON to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.
- 2.3.11 An Bidder eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project (other than a continuation of the Firm's earlier consulting services) till one year from the date of completion of services under this Consultancy.

2.4 **Number of Proposals**

No Bidder shall submit more than one Application for the Consultancy.

2.5 **Cost of Proposal**

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

2.6 Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above; satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- d) acknowledged that it does not have a Conflict of Interest; and
- e) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Proposals

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

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the least cost Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any

other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

a) Request for Proposal

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

Schedules

- 1 Terms of Reference
- 2 Conflict of Interest

i) Appendices

Technical Bid

RFP Form-1: Letter of Proposal

RFP Form – 2: Particulars of the Bidder

RFP Form – 3: Statement of Legal Capacity

RFP Form – 4: Power of Attorney

RFP Form – 5: Additional Documents to be provided

RFP Form – 6: CV

RFP Form – 7: Approach and Methodology

A copy of set of RFP document along with corrigendum to RFP, if issued, with each page initialled by the authorised signatory as a token of acceptance.

Financial Proposal

Form 1 – Covering Letter

Form 2- Financial Proposal

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach on/before date of pre-bid meeting. The envelopes shall clearly bear the following identification:

“Queries concerning RFP for RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon”

2.10.2 The Authority shall endeavour to respond to the queries within the period specified therein but no later than 3 (three) days prior to the PDD. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

The Bidder may contact the MUNICIPAL CORPORATION ,RAJNANDGAON office on any working day if any clarification is required but before the last date of receiving queries.

2.11 Amendment of RFP

2.11.1 **At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by aBidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.**

2.11.2 All such amendments will be notified through the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Bid with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

2.13 Format and Signing of Bid

2.13.1 The Bidder shall provide all the information sought under this RFP. The MUNICIPAL CORPORATION ,RAJNANDGAON would evaluate only those Bids that are received in the specified forms and complete in all respects.

2.13.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialled by the authorized person(s) signing the Bid. Authorized representative (the “Authorized Representative”)as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a partnership firm and/ or a limited liability partnership; or

(c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

2.14 Technical Bid

2.14.1 Bidders shall submit the Technical Bid in the formats as per RFP (the “Technical Bid”).

2.14.2 While submitting the Technical Bid, the Bidders shall, in particular, ensure that:

(A) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

(B) The bid is responsive in terms as follows:-

(a) The Technical Bid is received in the form specified at Appendix 1;

(b) It is received by the due date including any extension as notified by MUNICIPAL CORPORATION ,RAJNANDGAON through Corrigendum;

(c) It is signed and sealed.

(d) It contains all the information (complete in all respects) as requested in the RFP; and

(f) It does not contain any condition;

Failure to comply with the requirements spelt out in the Clause 2.14.2, shall make the bid liable to be rejected.

2.14.3 The Technical Bid shall not include any financial information relating to the Financial Bid.

2.14.4 Evaluation of Technical Bid

Sr. No.	Criteria	Maximum Marks
1	<p>Experience</p> <ol style="list-style-type: none"> 1. At least 2 Consultancy Work of of similar nature - 2. 2-4 Consultancy Work of of similar nature – 3. More than 4 Consultancy Work similar nature - 	<p>10</p> <p>5 marks</p> <p>7 marks</p> <p>10 marks</p>
2	<p>Financial turnover from similar consultancy works</p> <ol style="list-style-type: none"> 1. Minimum 3 Crore 2. Between 03 to 07 Crore 3. More than 10crores 	<p>10</p> <p>5</p> <p>7</p> <p>10</p>
3	<p>Approach and Methodology</p> <ol style="list-style-type: none"> 1. Understanding about project 2. Work-plan 3. Staffing and Schedule 	35
4	<p>CV</p> <ol style="list-style-type: none"> 1. Team Leader (Post Graduate in management/ in Planning/ urban/ architect with minimum 10 years' experience in similar field. Preference will be given to a person with specific experience in the field. 2. Planning Expert Master in Planning/Post Graduate in management with minimum 7 years' experience in the field of planning. Preference will be given to person with specific experience in planning in the field. 	<p>45</p> <p>30 (20 Marks for experience in similar assignments and 10 marks for educational qualification)</p> <p>15(10 Marks for experience in similar assignments and 5 marks for educational qualification)</p>

2.15 Financial Proposal

2.15.1 Bidders, whose Technical Bid are evaluated and determined to be qualified in accordance with terms hereof, shall be shortlisted as qualified for opening of their financial proposal. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. Bidders shall submit the financial bid in the formats in RFP (the "Financial Bid").
- iii. All the financials will be only in INR.
- iv. Financial bid shall not be conditional.
- v. The Financial Proposal shall take into account all expenses and tax liabilities, however GST will be paid extra. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal except GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.15.3 Evaluation of Financial Proposal

Financial Bid of short-listed Bidders who qualify according to the minimum eligibility criteria and get the minimum technical score shall be opened in the presence of the representatives of qualified Bidders, who choose to attend.

S. No.	Bid Variable	Cost	Cost (in words)
1	Lump sum price		

2.15.4 EARNEST MONEY DEPOSIT (EMD) for RFP

- a) The bidder shall furnish, as part of the pre-qualification, an EMD amounting to INR 1,00,000.00/- (INR One Lakh Only).
- b) The EMD shall be in Indian Rupees and shall be in the form of Fixed Deposit Receipt (FDR)/DD drawn in favour of "Commissioner, MUNICIPAL CORPORATION, RAJNANDGAON Rajnandgaon Chhattisgarh," Payable at Rajnandgaon.
- c) Refund of EMD: The EMD of unsuccessful bidders shall be refunded without interest on request by the bidder after the final selection.
- d) EMD to be submitted in the envelope of bid-enclosure

e) EMD of the selected bidder will be returned after completion of entire work.

f) The EMD shall be forfeited in the following cases:

- a) If the Bidder fails to meet the requirements set out in provision of the RFP;
- b) If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period;
- c) If the Selected Bidder fails to provide acceptance of LOA within stipulated time;
- d) If the Selected Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided under the contract and/or LOA by the MUNICIPAL CORPORATION ,RAJNANDGAON.
- e) If the Selected Bidder fails to sign the Contract for any reason.
- f) A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP
- g) The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
- h) The Bidder does not provide, within the time specified by the MUNICIPAL CORPORATION ,RAJNANDGAON the supplemental information sought by the MUNICIPAL CORPORATION ,RAJNANDGAON for evaluation of the Bid.

2.15.5 **Schedule of Payment**

Under the terms of the contract, payments to the Consultants will be made periodically in accordance with the laid down schedule in the Terms of Reference for future assignments.

2.15.6 The Consultancy fee shall be inclusive of all expenditure like conveyance, incidentals, out-of-pocket expenses, etc. and all taxes and duties except GST which will be paid extra and nothing extra shall be payable. The fee of the Consultant shall be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc.

2.16 Submission of Proposal

2.16.1 The Bidders shall submit the bid with all pages numbered serially and by giving an index of submissions. In case the bid is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the MUNICIPAL CORPORATION ,RAJNANDGAON and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the MUNICIPAL CORPORATION ,RAJNANDGAON the latter shall prevail.

2.16.2 The bid will be sealed in an outer envelope which will bear the address of the MUNICIPAL CORPORATION ,RAJNANDGAON RFP Notice number and name as indicated (“RFP Notice No. /Lok11/pwd/2017-18 Rajnandgaon date ” RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon”). It should also include address of the Bidder. If the envelope is not sealed and marked as instructed above, the MUNICIPAL CORPORATION ,RAJNANDGAON assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked “Technical Bid” and the other clearly marked “Financial Proposal”.

2.16.4 The completed Bid must be delivered on or before the specified time on due date (no physical submission/courier is permitted)

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

2.16.6 All communications including the submission of Bid should be addressed to:
Commissioner, Municipal Corporation, Rajnandgaon Town Hall Near N.h.6 Rajnandgaon.
491441

2.16.7 The Official Website of the MUNICIPAL CORPORATION ,RAJNANDGAON is:
<http://uad.cg.gov.in/>

2.16.8 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:
RFP Notice **No. /Lok11/pwd/2017-18 Rajnandgaon date** RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon”

2.16.9 The important dates for the Bidding process are as following, subject to changes, if any, which will be advised through addendums/amendments:

Item	Date & Time
Issue of RFP from the office of MUNICIPAL CORPORATION ,RAJNANDGAON	28 / 10 /2017
Pre-bid meeting	06 / 11 /2017 3:30 pm
Last date of submission of Proposal (Proposal Due Date)	28 / 11 /2017 3:00 pm
Opening of Technical Bid	29 / 11 /2017 4:00 pm
Opening of Financial Proposal	To be informed, Y
Issue of Letter of Award (LoA)	Y+5
Acceptance of LoA	Y+8
Submission of Performance Bank Guarantee (PBG)	Y+15
Signing of Contract	Y+16

Applications received after the dead line of submission shall be returned unopened. Late / delayed bids will not be considered.

2.16.10 Validity of the Offer

The offer shall be kept valid for a minimum 90 days from the date of opening.

2.16.11 The Bidders shall submit the Proposal subject to and in accordance with the RFP document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.17 Proposal Due Date (PDD)

2.17.1 Proposal should be submitted at or before 15:00 hrs on the Proposal Due Date specified in Clause 2.16.9

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

2.18 Late Proposals

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

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 Not Applicable

2.20 Performance Security

2.20.1 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a) If an Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and
 - c) if the selected Bidder commits a breach of the Agreement.
- a) An amount equal to 10% (ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which the agency will have to submit in the form of a Bank Guarantee valid for a period of 1 year from the date of signing of the Agreement, a draft format of which has been prescribed in this RFP and which may be forfeited and appropriated in accordance with the provisions hereof. Performance Security will be returned to the agency after successful completion of entire work.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 Notwithstanding anything to the contrary contained in this RFP, MUNICIPAL CORPORATION ,RAJNANDGAON may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the tender documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the tender documents, MUNICIPAL CORPORATION ,RAJNANDGAON's rights or the selected Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders, who are presenting eligible proposals.

2.21.2 The Authority shall open the Proposals at [16:00] hours on the PDD, at the place specified in RFP and in the presence of the Bidders who choose to attend.

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

2.21.4 Prior to opening of financialProposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) the Proposal is received in the form specified at Appendix-I;
- b) it is received by the PDD including any extension thereof pursuant to RFP;
- c) it is accompanied by the Power of Attorney as specified in Clause 2.2.2;
- d) it contains all the information (complete in all respects) as requested in the RFP;
- e) it does not contain any condition or qualification; and
- f) it is not non-responsive in terms hereof.
- g) The bidder qualifies the minimum qualifying marks

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

2.21.6 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process and criteriaset out in Section 3 of this RFP.

2.21.7 After finding the bid responsive, the bidders who secure the minimum technical score shall be shortlisted by the Authority and shall open the financial proposal of only shortlisted bidder. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clause 3.

2.21.8 Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.9 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning

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

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. SELECTION OF CONSULTANT

2.24 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.25 Award of Consultancy

After selection post the RFP process, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next lowest Bidder may be considered.

2.26 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 2.16.9. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.27 Commencement of Assignment

The Consultant shall commence the Consultancy from the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.25 or commence the assignment as specified herein, the Authority may invite the second lowest Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.28 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Bids

3.1.1 In the first stage, the Technical Bid will be evaluated on the basis of the table below:-

Sr. No	Particulars	Requirement
1.	EMD	1,00,000
2.	Bid Document Fees	10,000
3.	All the other forms as mentioned in Appendix 1	As per RFP
4.	Turnover	As per RFP
5.	Minimum experience	As per RFP
Only the bidders found responsive to above criteria are eligible for technical evaluation		

1.2.2 The bid would be given technical score on the basis of criteria given below:-

Sr. No.	Criteria	Maximum Marks
1	Experience 4. At least 2 Consultancy Work of similar nature - 5. 2-4 Consultancy Work of similar nature – 6. More than 4 Consultancy Work similar nature -	10 5 marks 7 marks 10 marks
2	Financial turnover from similar consultancy works 1. Minimum 3 Crore 2. Between 03 to 07 Crore 3. More than 10crores	10 5 7 10
3	Approach and Methodology 4. Understanding about project 5. Work-plan 6. Staffing and Schedule	35
4	CV 3. Team Leader (Post Graduate in management/ in Planning/ urban/ architect with minimum 10 years' experience in similar field. Preference will be given to a person with specific experience in the field. 4. Planning Expert Master in Planning/ Post Graduate in management with minimum 7 years' experience in the field of planning. Preference will be given to person with specific experience in planning in the field.	45 30 (20 Marks for experience in similar assignments and 10 marks for educational qualification) 15(10 Marks for experience in similar assignments and 5 marks for educational qualification)

3.2.3 Minimum qualifying marks is 70 marks

3.2 Evaluation of Financial Proposal

Financial Bid of short-listed Bidders who qualify the minimum eligibility criteria and get the minimum technical score shall be opened in the presence of the representatives of qualified Bidders, who choose to attend.

S. No.	Bid Variable	Cost	Cost (in words)
1	Lump sum price		

- The financial Bids of only the technically qualified consultants will be opened for evaluation. The consultant with lowest financial bid (L1) will be awarded 100% score.
- Financial Scores for other consultants will be evaluated using the following Formula:
- Financial Score (FS) = (Total Financial Quote of L1/ Total Financial Quote of the Consultant) X 100

3.3 Overall Evaluation

- In determination of the best value bid, the following weightage should be given for the technical and commercial scores of the consultants in a Quality and Cost Based Selection methodology (QCBS):
- Technical Score: 70%
- Financial Score: 30%
- For every Consultant the Final Total Score (S) will be calculated using the formula
- $S = 0.7 \times TS + 0.3 \times FS$
- The consultant with the highest value of 'S' should be selected as the successful bidder

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 PRE-BID CONFERENCE

- 5.1** A Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the MUNICIPAL CORPORATION ,RAJNANDGAON. The MUNICIPAL CORPORATION ,RAJNANDGAON 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.
- 5.2** Any queries or request for additional information concerning this RFP shall be submitted through email, mentioned in Quick Information data Sheet of this RFP as per table given below. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. MUNICIPAL CORPORATION ,RAJNANDGAON reserves the right not to respond to vague and frivolous queries.

The subject of the email shall mention the following: “RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon”

Queries shall be neatly typed/ written as per the following format:

Organization Name and Details of point of contact

S.No.	Page Number	Clause Number	Query/Suggestions

6 MISCELLANEOUS

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the Rajnandgaon shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Proposal, 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.
- d) All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

SCHEDULES

Schedule-1

Annexure-1

Terms of Reference

As per part IV of the RFP

Bank Guarantee for Performance Security

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

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

In consideration ofacting on behalf of the [President of India/Governor of] (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

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

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

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

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

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

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

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

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

SCHEDULE-2

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

- 1) This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
- 2) Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3) Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - a) Authority and consultants:
 - i. Potential consultant should not be privy to information from the Authority which is not available to others.
 - ii. Potential consultant should not have defined the project when earlier working for the Authority.
 - iii. Potential consultant should not have recently worked for the Authority overseeing the project.
 - b) Consultants :
 - i. No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - ii. No consultant should be involved in owning or operating entities resulting from the project.
 - iii. No consultant should bid for works arising from the project.

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

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

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

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

Part-II:-Application and Proposal Forms (APF)

RFP Form-1

Letter of Proposal

(On Bidder's letter head)

(On Bidder's letter head)

(Date and Reference)

To,

**Commissioner,
MUNICIPAL CORPORATION,
RAJNANDGAON (Chhattisgarh)
Phone No. 0771-404893
Email ID-nigmarajnandgaon@gmail.com**

Subject: RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon

Dear Sir,

- 1) With reference to your RFP Document dated....., I/We, having examined all relevant documents and understood their contents, hereby submit our bid for RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon This bid is unconditional.
- 2) I/We hereby offer to supply all the services detailed in the RFP here and agree to hold this offer open till _____.
- 3) I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
- 4) I/We have understood the General Conditions of Contract contained in the RFP and Instructions to Bidders contained in RFP.
- 5) I/We have thoroughly examined Terms of Reference WORK quoted in Terms of Reference of the RFP and I/ we are fully aware of the nature of services required. My/Our offer is strictly in accordance with the requirements of the RFP.
- 6) I/We have received all the relevant information requested from the authority.
- 7) I/We acknowledge that the MUNICIPAL CORPORATION ,RAJNANDGAON will be relying on the information provided in the Bid and the documents accompanying the bid and we certify that all information provided in the Bid is true and correct. Nothing has been omitted, which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
- 8) I/We acknowledge the right of the MUNICIPAL CORPORATION ,RAJNANDGAON to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

- 9) I/We declare that I/We have no reservations to the RFP Documents, including any Addendum issued by the MUNICIPAL CORPORATION ,RAJNANDGAON
- 10) I/We understand that MUNICIPAL CORPORATION ,RAJNANDGAON may cancel the bid process at any time and that MUNICIPAL CORPORATION ,RAJNANDGAON is neither bound to accept any Bid that it may receive nor to select the bidder, without incurring any liability to the Bidders in accordance with the RFP document.
- 11) I/We hereby irrevocably waive any right or remedy which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the MUNICIPAL CORPORATION ,RAJNANDGAON [and /or the Government of India] in connection with the selection of the bidder or in connection with the selection process itself in respect of the above mentioned Project.
- 12) I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our Bid is not opened or rejected.
- 13) The Financial Bid is being submitted in a separate cover.
- 14) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, full name and designation of the authorized signatory)
(Address of the bidder)

RFP Form - 2

Particulars of the Bidder/Members of Consortium

S. No.	Particular		Detail
1	Company detail	Full legal name of bidder company	
		Country of registration	
		Registered office address	
		Telephone number	
		Fax number	
		e-mail address	
		Company registration number	
		Company PAN	
		Company service tax number	
2	Contact person detail	Name	
		Mobile number	
		Designation	
		e-mail id	
3	Power of attorney for signing of tender and contact details	Name	
		Title	
		Telephone number	
		Fax number	
		e-mail id	
		Address	
4	RFP Document Fees	Demand draft number	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	
5	EMD Details	Fixed Deposit Number	
		Name of bank	
		Branch address of bank	
		Amount	
		Bank instrument	

RFP Form - 3

Statement of Legal Capacity

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Consultant: Project

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

I/We have agreed that (insert individual's name) will authorized act as our Authorised Representative on our behalf and has been duly to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

**Please strike out whichever is not applicable*

Note:- To be submitted in original duly signed with blue ink. Xeroxed/scanned will not be accepted and Application shall be summarily rejected.

RFP Form - 4

Power of Attorney

(To be executed on `100 Non Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms _____ son/daughter/wife and presently residing at

_____, who is presently employed with us and holding the position of

***** as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon "proposed to be selected by MUNICIPAL CORPORATION ,RAJNANDGAON including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to MUNICIPAL CORPORATION ,RAJNANDGAON representing us in all matters before MUNICIPAL CORPORATION ,RAJNANDGAON signing and execution of all contracts and undertakings consequent to acceptance of our application and generally dealing with MUNICIPAL CORPORATION ,RAJNANDGAON in all matters in connection with or relating to or arising out of our Application and/or upon selection thereof us till the entering into of the Agreement with MUNICIPAL CORPORATION ,RAJNANDGAON.

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

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 201*For

(Signature)

(Name, Title and Address)

Witnesses:

1.

Notarised

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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.

RFP Form – 5**Additional Documents to be provided**

Sr. No	Particulars	Requirement
1.	EMD	1,00,000
2.	Bid Document Fees	10,000
3.	All the other forms as mentioned in Appendix 1	As per RFP
4.	Turnover	As per RFP
5.	Minimum experience	As per RFP
Only the bidders found responsive to above criteria are eligible for technical evaluation		

Following are the proof to be attached:-

Proof 1:- PAN number and TIN number proofs (to be placed/attached here in the form of pan card copy and TIN number copy.)

Proof 2:- Audited turnover certificate

Proof 3- (EMD and Bid document fees to be attached)

Proof 4:- Supporting for experience

RFP Form – 6 Approach and Methodology

1. Understanding about project
2. Work-plan
3. Staffing and Schedule

Appendix II

FINANCIAL PROPOSAL-Form-1

(Covering Letter)

(On Bidder's letter head)

To, Commisioner,

MUNICIPAL CORPORATION ,RAJNANDGAON

IndravatiBhavan

Rajnandgaon Chhattisgarh

Sub: RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon

Dear Sir,

I/We, (Bidder's name) herewith enclose the Financial Bid for RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon .

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

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

Financial Proposal Form -2

FINANCIAL BID

(STANDARD FORMAT FOR REQUEST FOR PROPOSAL (RFP) - FINANCIAL BID)

(To be submitted on letter head of bidder)

S. No.	Bid Variable	Cost	Cost (in words)
1	Lump sum price		

Date:

(Authorized Signatory)

Place:

Signature

Notes for Financial Bid:

The above mentioned price would be inclusive of all taxes (whichever is applicable) except GST as applicable which will be paid in addition to the quoted Lump Sum Price. No payment will be done above the quoted price except GST.

All payments shall be made in INR.

Part-III:-Draft of Contract Agreement

PROPOSED FORM OF CONTRACT for Future Assignments

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

WHEREAS

- A) The Authority vide its RFP for Selection of consultancy firm to prepare Detailed Project Report and conduct Transaction Advisory for development, beautification and improvement of Rani Sagar and budha sagar Lake, Rajnandgaon(hereinafter called the “Project”);
- B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “LOA”); and
- D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. General

1.1. Definitions and Interpretation:

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

- **“Additional Cost”**: shall have the meaning set forth in Clause 6.1.2;
- **“Agreement”**: means this Agreement, together with all the Annexes;
- **“Agreement Value”**: shall have the meaning set forth in Clause 6.1.2;
- **“Applicable Laws”**: means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- **“Confidential Information”**: shall have the meaning set forth in Clause 3.3;
- **“Conflict of Interest”**: shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- **“Dispute”**: shall have the meaning set forth in Clause 9.2.1;
- **“Effective Date”**: means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- **“Government”**: Means Government of Chhattisgarh
- **“INR, Re. or Rs.”**: means Indian Rupees
- **“Member”**: in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- **“Party”**: means the Authority or the Consultant, as the case may be, and Parties means both of them;
- **“Personnel”**: means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- **“RFP”**: means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- **“Services”**: means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- **“Third Party”**: means any person or entity other than the Government, the Authority, the Consultant.

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

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

- Agreement
- Annexures/appendix/schedule of RFP/agreement
- RFP; and
- Letter of Award

1.2. Relation between the parties

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

1.3. Rights and Obligations

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

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

1.4. Governing Law and Jurisdiction

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

1.5. Language

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

1.6. Table of Contents and Heading

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

1.7. Notices

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

- a. in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- b. in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by email and by registered acknowledgement due, air mail or by courier; and

- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

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

1.9. Authority of Member in – Charge

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

1.10. Authorised Representative

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Commissioner,
MUNICIPAL CORPORATION,
Rajnandgaon Chhattisgarh
Phone No. 07744-404893
Email ID: nigamrajnandgaon@gmail.com

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

Phone No. : _____

Email ID: _____

1.11. Taxes and Duties

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

2. Commencement, Completion and Termination of Contract

2.1. Effectiveness of Agreement

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

2.2. Commencement of Services

The Consultant shall commence the Services immediately after signing of the contract, or such other date as may be mutually agreed.

2.3. Termination of Agreement for failure to Commence Services

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

2.4. Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5. Entire Agreement

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

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

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

2.7. Force Majeure

2.7.1. Definition

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

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

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

2.7.4. Extension of Time

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

2.7.5. Payments

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

2.7.6. Consultation

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

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this

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

2.9. Termination of Agreement

2.9.1. By the Authority

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

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d. All the penalties are kept to maximum of 10% of contract value after which contract is liable to be terminated on the discretion of Authority
- e. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- f. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- g. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- h. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. By the Consultant

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

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

- d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. Cessation of rights and obligations

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

2.9.4. Cessation of Services

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

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- b. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

2.9.6. Disputes about event of termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligation of the Consultant

3.1. General

3.1.1. Standards of Performance

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

3.1.2. Terms of Reference (ToR)

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Section 7 of the RFP document. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.2. Conflict of Interest

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

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

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

3.2.3. Prohibition of Conflicting Activities

Consultant shall not engage, either directly or indirectly, in any of the following activities:

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

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

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any

manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - b. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - d. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Consultant, and there Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- a. was in the public domain prior to its delivery to the Consultant, and its Personnel or becomes a part of the public knowledge from a source other than the Consultant, and its Personnel;
- b. was obtained from a third party with no known duty to maintain its confidentiality;
- c. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d. is provided to the professional advisers, agents, auditors or representatives of the Consultant, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of Consultant

- 3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it
- 3.4.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - 1) for any indirect or consequential loss or damage; and
- 3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5. Reporting Obligations

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

3.6. Documents prepared by the Consultant to be property of the Authority

- 3.6.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.6.2. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.7. Accuracy of Documents

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

4. CONSULTANT'S PERSONNEL

4.1 General

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

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

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

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

5.2. Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause in Agreement.

5.3. Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Agreement, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4. Payment

Milestone	Payment %
On Completion and submission of draft DPR	25% of the contract value
On Completion and approval of DPR	25% of the contract value
On Completion and approval of RFP or/and CA	30% of the contract value
On Completion and approval of Bid-Process Management	20% of the contract value

If even after three calls of the RFP, no bidder come forward to execute the project then a final payment of 30% of the contract value (on completion of Bid Process Management) will not be made and the Performance Bank Guarantee will be released.

6. PAYMENT TO THE CONSULTANT

6.1. Currency of payment

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

6.2. Mode of billing and payment

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

(a) The Consultant shall be paid for its services as per the Payment Schedule at clause no 5.4 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

(b) The Authority shall cause the payment due to the Consultant to be made within 60 (sixty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed

completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

(d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 18% (ten per cent) per annum.

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

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance Security

7.1.1. The Authority shall retain by way of performance security (the “**Performance Security**”), 10% (ten per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

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

7.2. Penalty Clause

7.2.1. The penalties implied on the selected bidder on non-fulfilment of the conditions of the RFP are as follows: -

7.2.1.1. Delay in submission of DPR:- 2% Per week for 1st two weeks and 3% from 3rd week onwards

7.2.1.2. Delay in submission of RFP/CA:- 2% Per week for 1st two weeks and 3% from 3rd week onwards

7.2.1.3. Delay in conducting Bid-Process:- 2% Per week for 1st two weeks and 3% from 3rd week onwards

All the penalties are capped to maximum 10% of the contract value, after which the contract is liable to be terminated on the sole discretion of MUNICIPAL CORPORATION ,RAJNANDGAON.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith

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

8.2. Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1. Amicable settlement

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

9.2. Dispute resolution

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

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

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon COMMISSIONER, MUNICIPAL CORPORATION, RAJNANDGAON for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2. There shall be a sole arbitrator whose appointment shall be done mutually and if mutual consent is not reached then, the appointment shall be done as per the rules.

9.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Part-IV:-Draft Terms of Reference

Draft Terms of Reference (TOR)

Draft Terms of Reference described below will be applicable for the site to be assigned to the Consultant. However it shall not be treated as final and MUNICIPAL CORPORATION ,RAJNANDGAON may change it as per the requirement of the site. It should be read with the terms and conditions as indicated in the main contract of which this forms a part.

1. Scope of Services:

The selected bidder is required to carry out project development activities for development, beautification and improvement of Rani Sagar and budha sagar Lake. It shall broadly include preparation of Detailed Project Report (DPR) and Transaction Advisory Services for its implementation.

The detailed scope of work shall be as follows:

Task -1: DPR Preparation

The selected bidder shall:

- I. Collect the data of Rani Sagar and budha sagar Lake (Demographic, geographic etc.)
- II. Undertake site and land survey and any other assessment/ testing necessary for analysing the site.
- III. Give detailed plan for development, beautification and improvement of Rani Sagar and budha sagar Lake including its proposed implementation plan.
- IV. Give basic Design of the of the proposed changes in existing lake
- V. Prepare plot plan/ layout plan design for Rani Sagar and budha sagar Lake with optimum utilization of land/infrastructure/ facilities
- VI. Include technology all technologies, water sport activities etc which ever are necessary.
- VII. Suggest Environment Management Plan (EMP) and the cost required to implement the EMP.
- VIII. List out all the statutory clearance to be obtained in the DPR
- IX. Carry out commercial analysis of various revenue streams which shall be generated from the above mentioned work.
- X. Carry out Techno commercial feasibility of the project.

Task -2: Transaction Advisory Services

- XI. Provide technical, commercial, financial and legal services in support of PPP project preparation and transaction, which shall include but not limited to:
- XII. Prepare bidding document and draft contracts after reviewing the Detailed Project Report prepared
- XIII. Carry out Value for Money (VfM) analysis and assess PPP options;
- XIV. Conduct financial analysis and modelling, and structure the projects;
- XV. Carry out the bidding process until signing of the contract with the PPP bidders or concessionaire;
- XVI. Provide advisory services until the commissioning of the project or as & when required, such as Project review, development and implementation activities
- XVII. Help structure project to enable recovery of investments made in such projects through innovative business and commercial practises such as levy of user charges / fee/ toll, facilitating financial contribution under the various schemes

- of Government of India and exploitation of development rights/ concessions etc., as appropriate under the applicable laws;
- XVIII. Proactively market the structured projects to potential investors, both domestic and foreign, at appropriate stages;
- XIX. Structure and market the projects in such a manner that various forms of aid, grant etc. from the Government of India, National and International, Bilateral/ Multilateral Institutions/ Agencies etc. can flow into the projects;
- XX. Propose Institutional Structures required for implementation of Private sector financing and operation & maintenance thereof and recommend a suitable project management agency for the purpose of ensuring that the project is structured and executed in line with the specifications as stipulated in the Detailed feasibility and Investment Banking Report (DFBIR) and / Techno Economic Feasibility Report (TEFR) or other appropriate due diligence.
- XXI. Assist the State/ ULB in getting successfully tied up with financial institutions for necessary financial closure on their part;
- XXII. Project monitoring activities and related consultancy services during the execution/ construction period of the project until commissioning of the project;
- XXIII. Training and capacity building of the Municipal staff with respect to the PPP project components;
- XXIV. Risk Management and stakeholder management.
- XXV. Any other activity related to the project.

2. Deliverables and Tentative Time Frame

- a. All deliverables mentioned are of the Consultant unless otherwise specified therein shall be as given below:-

Milestone	Submission by Selected Bidder	Approval by MUNICIPAL CORPORATION, RAJNANDGAON
Submission of First Draft DPR	60 days from signing of contract	-
Submission of Second Draft DPR	75 days from signing of contract	-
Submission of Final DPR	90 days from signing of contract agreement	15 days from submission
RFP or/and CA	30 days from approval of DPR	15 days from submission
Bid Process Management	45 Days from approval of RFP or/and CA	15 days from submission

3. Tentative Schedule of Payment

- a. Under the terms of the contract, payments to the Consultant will be made periodically in accordance with the deliverables above and as per schedule below:

Milestone	Payment %
On Completion and submission of draft DPR	25% of the contract value
On Completion and approval of DPR	25% of the contract value
On Completion and approval of RFP or/and CA	30% of the contract value
On Completion and approval of Bid-Process Management	20% of the contract value

If even after three calls of the RFP, no bidder come forward to execute the project then a final payment of 30% of the contract value (on completion of Bid Process Management) will not be made and the Performance Bank Guarantee will be released.

4. Completion of services

- a. Consultancy services should be completed as per the time specified under the each RFP.
- b. **Extension:-** The Consultant has to complete the Consultancy as per time frame given in the clause 7.a above. However upon request of the Consultant and seeing the overall progress, MUNICIPAL CORPORATION ,RAJNANDGAON may or may not grant the extension with/without Liquidated Damages. If no request for seeking the extension is received from the Consultant then it shall be presumed that the Consultant is not interested in the Consultancy and the MUNICIPAL CORPORATION ,RAJNANDGAON shall take further necessary action in terms of the Contract Agreement and may or may not initiate the process for fresh selection of the Consultant. After completion of the scheduled time, if the consultancy is not going ahead due to any Reasons of MUNICIPAL CORPORATION ,RAJNANDGAON then the Consultant can make request of closing the consultancy without any liability on the either side after the schedule period of the completion of the Consultancy.
- c. All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the authority in soft form apart from the deliverables indicated in Clause 5 above. The study outputs shall remain the property of the MUNICIPAL CORPORATION ,RAJNANDGAON and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of MUNICIPAL CORPORATION ,RAJNANDGAON

5. Fore-closure of Consultancy-

MUNICIPAL CORPORATION ,RAJNANDGAON reserves the right to foreclose the consultancy at any stage of the Consultancy for administrative reasons. MUNICIPAL

CORPORATION ,RAJNANDGAON decision shall be final and binding on the Consultant in this regard and no claim of any kind shall be admissible in this regard.
