



REQUEST FOR PROPOSAL
FOR
CONSULTANCY SERVICES FOR PLANNING, ARCHITECTURAL&
PMC SERVICES FOR CONSTRUCTION OF NEW JHARKHAND
BHAWAN IN NEW DELHI.

Issued by:

**Executive Engineer,
Special Works Division
Building Construction Department, Ranchi - 834001
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Proposal Due Date:

DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Consultants, whether verbally or in documentary or in any other form by or on behalf of Building Construction Department (hereinafter referred as "BCD") or any of their employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP and all such other terms and conditions subject to which such information is provided.
2. The Consultant Firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be brought to the notice of the BCD immediately. If no intimation is received by this office within 07 (seven) days of receipt of acknowledgement of RFP as mentioned in Letter of Invitation, it shall be deemed that the RFP Document is complete in all respects and Consultant Firm is satisfied.
3. BCD reserves the right to change/modify/amend any or all of the provisions of this RFP Document before opening of bids. Such changes shall be uploaded on BCD website or faxed/emailed to the Consultant's office for information to the Consultants.
4. This RFP document is not an agreement and is neither an offer nor invitation by the BCD to the prospective Consultants or any other person. The purpose of this RFP document is to provide information that may be useful to them in the formulation of their Proposals pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived at by the BCD in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Consultants may require. This RFP document may not be appropriate for all persons, and it is not possible for BCD, to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP document and obtain independent advice from appropriate sources.
5. Information provided is on a wide range of matters, some of which depend on interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BCD does not accept responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein. The BCD makes no representation or warranty and shall have no liability to any person including any Consultant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document 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 document or arising in any way in the Selection Procedure.
6. The issue of this RFP document does not imply that the BCD is bound to select a Consultant or appoint one, as the case may be, for the Consultancy and BCD reserves the right to reject any or all the Proposals without assigning any reason whatsoever.

Table of Contents

1.0 Introduction	3
2.0: Instructions to Shortlisted Consultants	8
3.0 Terms of Reference for Preferred Consultant	18
The Site	Error! Bookmark not defined.
4.0 TECHNICAL PROPOSALS	25
T-1: Letter of Submission	27
T-2 Organizational Details and financial Statement	28
T-3 Project References	30
T-4 Methodology & Work Plan for Performing the Assignment	31
T-5 Project Team (Team Composition & Task Assignment).....	32
T-6 Format of Curriculum Vitae for Key Personnel	33
T-6A: Deployment of Personnel	34
T-6B: Survey and Field Investigations	35
T-7 Awards & Accreditations (if any), brochures, certificates, photos etc.	36
T-8 Drawings Depicting Project Concept	37
T-9 Power of Attorney	38
T-10: Format of Bank Guarantee for Bid Security	39
5.0 FINANCIAL PROPOSAL	43
F-1 Covering Letter	44
F-2: Price Proposal for Consultancy for Planning and Architectural Services	45
F-3 Price Details as per the activity	46
6.0 Form of Contract	49

1.0 Introduction

1.1 Project Background

1.1.1 The Building Construction Department (BCD), Government of Jharkhand (the “**Authority**”) represented by the Chief Engineer, Building Construction Department, Ranchi has undertaken for the construction of the proposed New Jharkhand Bhawan, New Delhi.

a. State of Jharkhand:

- i. Jharkhand is a new state located in the eastern part of India. It has been carved out of the State of Bihar on 15th November 2000.
- ii. Presently, Ranchi is functioning as the state capital of Jharkhand.
- iii. The state has a population of about 300 Lakh (300,00,000) and a land area of approximately 80 thousand sq. kms.
- iv. There are 24 districts in the state.
- v. The state is rich in mineral and forest resource.
- vi. The state has ample industrial and tourism potential.

b. Ranchi

- i. Ranchi located at 23⁰21' N latitude and 85⁰19' E Longitude, situated in the heart of Chhotanagpur Plateau at an altitude of 2034 feet above mean sea level.
- ii. The landform is generally undulating
- iii. Ranchi is located at the junction of NH 23 and NH 33.
- iv. Summer temperature ranges from 37⁰ to 20⁰ C and it is 23⁰ to 2.8⁰ C during winter.
- v. The average annual rainfall is 1530 mm.

c. New Jharkhand Bhawan

The Government of Jharkhand through Building Construction Department envisages Planning, Designing, Development and Construction of the New Jharkhand Bhawan at Cannaughtplace in New Delhi. The Area earmarked for this development is 2803 sqm.

- d. BCD:** The Govt. of Jharkhand has entrusted its Building Construction Department (BCD) to overlook the activities in setting up this prestigious project.
- e. Plan for Construction of the New Jharkhand Bhawan:** The new Jharkhand Bhawan is to be constructed within the area identified for the purpose. The designated area map had already been provided as Schedule-A contained in the EOI document.
- f. Project Assignment period:** The total period of consultancy is about Six (18) months. Up to defect liability period including PMC after the completion of period.

1.1.2 In pursuance of the above, BCD has decided to carry out the process for selection of a reputed Architect, Design Consultancy firm & PMC **“The Consultant”** for providing Architectural Planning, structural design & PMC work along with all infrastructural amenities including roads and pathways, drainage, water supply, sewerage, electrical works, firefighting system, landscaping and beautification etc. for the proposed (a) New Jharkhand Bhawan at New Delhi.

1.1.3 The New Jharkhand Bhawan building will be on Green Building confirming to Griha Rating.

1.1.3.1 New Jharkhand Bhawan

Sl. No	Requirement Space	
		No
1	Hon'ble C.M. Suite	1
2	Hon'ble Governor Suite	1
3	Chief Secretary Suite	1
4	Hon'ble Chief Justice Suite	1
5	VIP Room, Terrace, Lounge	5
6	Reception	
7	Res. Com. Room	1
8	Addl. RC Room	1
9	Conference Room	1
10	Dinning Hall	1
11	Protocol Office	1
12	Chief Adm. Officer Room	1
13	Guest Rooms	50
14	Service Rooms on each floor	4
15	Dormitory	1
16	Kitchen	1
17	Linen Room	3
18	Pantry	1
19	Wash Room	1
20	Essential staff Room/ Lockers for Staff	1
21	Security Office	1
22	ADC to Governor/ CM's PS/ OSD Office	2
23	Labour/ Tribal & Culture/ Information cells	3
24	Engineers (2) Office	1
25	Office Chamber	
26	Rest Room for Drivers & Personal (6) Accountant	
27	Lower Basement- Mechanical Area- A/C, DG, Five Pump, Water Treatment Plant, Sub- Station, Transformer Room.	
28	Upper Basement- Car Parking	
29	Solar Pannel for Water Heater & Power Backup	
30	Land Scapping	
31	Under Ground Water Tank- 2.0 Lack	
32	Over Head Tank- 40,000	
33	Gym	

- 1.1.4 The following must be strictly adhered to while preparation of the concept plan
- a) The suggested finish to the New Jharkhand Bhawan must be stone or any other durable material which would need little or no maintenance for a long time and preserve the majestic nature of the building.
 - b) The designer must incorporate an appropriate gravitas fitting for a building of this nature in the elevation of the main New Jharkhand Bhawan Building.
 - c) The parking has to be well designed so as not to infringe in landscaping.
- 1.1.5 Above details are indicative in nature and the consultant has to derive the exact requirements in consultation with BCD. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the BCD, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.9.

1.2 Request for Proposal

The BCD invites Proposals (the “Proposals”) for selection of a Technical Consultant & PMC (the “Consultant”) from the shortlisted applicants who shall prepare and submit the following as part (T-8) of their “Technical Proposal”:

Two Copies of the following duly signed and stamped on each sheet/page:

- a) Master Plan (at a suitable scale) of the New Jharkhand Bhawan
- b) Conceptual Elevation of the New Jharkhand Bhawan a suitable scale
- c) Layout plan of the Building (with all floors) at a suitable scale
- d) Three Dimensional computer aided Views and at least one walkthrough of the New Jharkhand Bhawan Building giving a clear visual impression of a first time visitor to the Building. Alternatively a physical three dimensional model may be submitted.
- e) A report in A4 size (max.30 pages) containing
 - a. Environmentally sensitive Design features of the proposed building complex
 - b. Details of the material proposed for finishing of external and internal walls, floors and pathways of the buildings
 - c. Ceiling Heights of the floors of the Main New Jharkhand Bhawan building
 - d. A preliminary estimation of the construction cost of the project
 - e. Any other design feature / issues that need to be highlighted
- f) All the above drawings and reports to be submitted in jpeg or pdf format in a Compact Disc. The walkthroughs, if any, may be submitted in a suitable commonly used format.

The BCD intends to select the Preferred Consultant & PMC from the shortlisted applicants/Consultants through a competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the BCD and the Project site (refer , sending written queries to the BCD, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.9.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal DueDate (the “PDD”).

1.5 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “Selection Process”) in evaluating the Proposals as part of this RFP process. In the first stage, a technical evaluation will be carried out as specified in Clause 2.14 of all the short listed applicants. Based on this technical evaluation, as specified in Clause 2.14, Consultants scoring atleast 70 marks in their technical evaluation will be considered for opening of their financial proposals. In the second stage, a financial evaluation will be carried out as specified in Clause 2.14.4. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 2.14.9. The first ranked Applicant shall be selected (the “Selected Applicant”/Preferred Consultant) while the second ranked Applicant/Consultant will be kept in reserve.

1.6 Payment to Consultants by BCD

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant /Applicant/Bidder has to quote their consultancy charges in Indian Rupees only.

1.7 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

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

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days’ notice to the nodal officer specified below:

Name : Executive Engineer, Special Works Division
Building Construction Department, Ranchi - 834001
Phone Nos. : 0651 -2563646
Fax: 0651-2563646
Email: eebcdsperanchi-jhr@nic.in

1.9 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be: Date: 25 JULY, 2015,
Time: 1100 hrs

Venue: Office of the Executive Engineer, Special Works Division, Building Construction Department, Old Jail Road, Ranchi - 834001.

1.10 Communications

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

Name : Executive Engineer, Special Works Division
Building Construction Department, Ranchi - 834001
Phone Nos. : 0651 -2563646
Fax: 0651-2563646
Email: eebcdsperanchi-jhr@nic.in

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

“Selection of Consultant for Planning, Architectural & PMC Services for Construction of New Jharkhand Bhawan at New Delhi”.

2.0: Instructions to Shortlisted Consultants

2.1 Scope of Work

The Shortlisted Consultants' scope *inter-alia*, includes but is not be limited to preparing a Conceptual Design, a Master Plan & Layout for the entire New Jharkhand Bhawan, Detailed Project Report, Detailed Urban Design, Landscape Design, Infrastructure design & costing, preparation of tender documents, BOQ & PMC services.

The detailed scope of work is given in Section 3. BCD reserves the right to modify any condition or scope of work while signing the agreement with the selected Consultant or at later stages in line with the requirements of the project.

2.2 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

Sl. No.	Key Personnel	Qualification
1	Principal Architect cum Team Leader	Educational Qualification: Masters/ Bachelor in Architecture. The bachelor's degree must be recognized as per Architect's Act 1972 Professional Experience: Min.12 Years Experience on Eligible Assignments: He should have led the architectural planning or detailed engineering study teams for three Eligible Assignments out of which at least one project shall be developed on Green Building Concept.
2	Architect	Educational Qualification: Masters/ Bachelor. The bachelor's degree must be recognized as per Architect's Act 1972 Professional Experience: Minimum 10 Years post qualification Experience on Eligible Assignments: He should be registered with Council of Architecture and ITPI and have carried out architectural planning or detailed engineering study for three Eligible Assignments. Having experience in coordination with local authorities, making submissions to local authorities for “in-principle” approval and for actively assisting the Authority in obtaining such approval.
3	Structural Engineer (Part Time)	Educational Qualification: Bachelor degree in Civil Engineering, Masters in Structural Engineering Professional Experience: Min.10 Years after completion of Masters degree

		Experience on Eligible Assignments: He should have worked in structural design or detailed engineering study for at least two similar Assignments.
4	Electrical Engineer (PartTime)	Educational Qualification: Graduate in Electrical Engineering Professional Experience: Min.10 Years in planning and design of Electrical Works for integrated township. Experience on Eligible Assignments: He should have worked in Planning & design of Electrical installations or detailed engineering study for at least two similar Assignments.
5	Public Health Engineer	Educational Qualification: Bachelors Degree in Civil Engineering and Masters degree in Public Health Engineering. Professional Experience: Min.8 Years after completion of Masters degree Experience on Eligible Assignments: He should have worked in Public Health sector or detailed engineering study for at least two similar Assignments. He will be responsible for Water Supply, Drainage and sewerage planning for the entire project. .
6	CAD, GIS and data base expert	Educational Qualification: Diploma in Civil Engineering Professional Experience: Min.08 Years with at least 3 years as CAD expert. Experience on Eligible Assignments: He should have worked as CAD, GIS and data base expert in detailed engineering study for at least two similar Assignments.
7	Landscape Architect	Educational Qualification: Degree / Diploma (Diploma allowed from only from CEPT, Ahmedabad) in Architecture with Masters Degree in Landscape Architecture. Professional Experience: Min.08 Years after completion of Masters degree Experience on Eligible Assignments: He should have worked as Landscape Architect in detailed engineering study for at least two similar Assignments.
8	For Supervision Consultancy	Site Staff

2.3 Evaluationcriteria

Evaluation of the Technical proposals will be made followed by Presentations by the bidders to the High powered committee in the following manner:

2.3.1 Evaluation criteria for Work-plan and Methodology as submitted in Technical Proposal

Sl. No	Parameters	Maximum Marks	Remarks
1	Appropriateness of detailed work-plan adopted and methodology proposed	15	
2	Adoption of green technology	05	
TOTAL		20	

2.3.2 Evaluation criteria for Past Experience

Sl. No	Parameters	Maximum Marks	Remarks
1	Number of institutional projects on a size of at least 70 acres land and a minimum cost 150 crore successfully completed in last 5 years. Projects for institutional buildings such as courts, office buildings, educational institutes, hospitals, administrative complexes will be given preference. Any falsification of the project status may lead to rejection of the bid. Hon' Gov.Suit	10	Marking to be proportional with respect to highest bidder Completion certificates from local authorities for all such projects must be produced.
2	Any commendation from the client upon completion of work	5	
3	Awards received by national or international bodies of Architecture for the project	5	
TOTAL		20	

2.3.3 Evaluation criteria for Presentation

Sl. No	Parameters	Maximum Marks	Remarks
1	Comprehensive points covered with respect to TOR and Technical submission	20	
2	Uniqueness of the proposed master plan and area development process	20	
3	Practicality of proposed time-lines	15	
4	Presentation completed within specified time limit	05	
TOTAL		60	

2.3.4 Evaluation criteria for Key Personnel

The bidder must have fulfilled the educational and experiential requirement for each Key personnel. The evaluation of the key personnel will be based on pass/fail criteria. If **any** of the key personnel does not meet the minimum requirements the bid will be rejected.

2.4 Bid Security

The Consultant shall pay a sum of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) as Bid Security deposit in form of a Bank Guarantee from a Nationalized Bank in favor of Executive Engineer, Special Works Department, Building Construction department, payable at Ranchi in Envelope "A" failing which the offer shall be rejected. No interest shall be paid on the Bid Security. The bid security of unsuccessful Consultants shall be refunded as early as possible, without interest. Bid Security of selected Consultant shall be refunded upon the Applicant signing the Agreement and completing the deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.5 Submission of Proposal

The Proposals shall be submitted in three envelopes. The envelope marked 'A' should contain the Bid Security, envelope marked as "B" should contain "Technical Proposal" and envelope marked as "C" should contain the "Financial Proposal". The Technical Proposal shall be submitted in three copies and the Financial Proposal in one copy. The Technical Proposal shall be marked **"ORIGINAL"/ "COPY1"/ "COPY2"**. All the copies of the proposal shall be placed in a double cover with the EMD, Technical and Financial Proposals sealed in separate envelopes and clearly marked with project title **"Planning and Architectural Services & PMC for Construction of New Jharkhand Bhawan at New Delhi"** followed by envelope **"A – Bid Security"**, envelope **"B -Technical Proposal"** and envelope **"C - Financial Proposal"** for proper identification. The Financial Proposal would include the lump-sum fee (inclusive of all incidentals, travel & out of pocket expenses etc.) for the entire scope of work including all taxes, which are applicable, except service tax. Proposals shall be delivered at BCD, Ranchi by the time and date stated in the notice or any new date thus notified. All the pages of the Technical Proposal must be numbered and indexed accordingly.

2.6 Language of Proposal

The language of the proposal shall be **English**.

2.7 Signature on Proposal

The proposal must contain the name, residence and place of business of the Authorized person or persons submitting the bid and must be signed by the Consultant with his usual signature. The names of all persons signing shall be stamped, typed with the legal name of the firm/ Consortium by the Lead Consultant. Notarized original Power of Authority in respect of the person signing on behalf of the Consultant shall be furnished along with the Bid. The consortium / JV agreement should be duly registered and binding on all partners till the closure of contract. Change in consortium / JV partners allowed subject to clause 13 of the EoI document.

2.8 Financial Proposal

The Consultant is required to quote fees for the consultancy services in the prescribed format given at **F-2 in Section 4**. The fees quoted shall be inclusive of all taxes except service tax, which will be reimbursed by BCD. The Consultant is also required to give breakup of the fees for activities mentioned in the format given in **F-3 in Section 4**. Only total fees shall be considered for evaluation.

2.9 Validity

The proposal shall be valid for a period of 120 days from the Proposal Due Date. This validity may be further extended for a further period in case of need and as requested by BCD to the Applicants to extend the period of validity of their proposal / security on the same terms and conditions and the Applicants shall have the right to refuse such further extension with sufficient reasons.

2.10 Modification/ substitution/ withdrawal of Proposals

- 2.10.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.10.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.5, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.10.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.11 Format for Technical Proposal

The Technical Proposal shall contain information indicated in the following paragraphs using the Standard Technical Proposal Forms (Section 4). Such information must be provided by the Consultant and each Associate / Partner / Consortium Member. Each section/subsection should be indicated clearly in the index and page no. against each should be mentioned.

Letter of Submission (in the prescribed format T-1)

Organization Profile (T-2): The information needs to be given for the Consultant including all partners of the Consortium if any

Project References (T-3): A brief description about work of the Organization and outline of recent similar experience of the Consultant and each Associate on assignments (**Not More Than 5** Best Projects) of a similar nature is required to be given in Form T-3. For each assignment, the outline should indicate *inter alia*, the assignment, contract amount (value of services) and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's Associate(s), but can be claimed by the individuals themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so required by BCD.

Methodology or Work plan (T-4): A concise, complete, and logical description of how the Consultant shall carry out the services to meet all requirements of the TOR is to be submitted in no more than five A4 sized pages.

Project Team (T-5): The schedule shall indicate expertise of Key Personnel and supporting staff to work on the project and their qualifications and experience. The proposed project team cannot be altered. However, should there be any change required owing to resignation, incompetency in discharging duties etc, the Consultant should provide replacement by similar member/staff in terms of experience, qualification and age.

Curriculum Vitae of Key Personnel (T-6): The name, age, nationality, qualifications, employment record, and professional experience of each expert, with particular reference to the type of experience required shall be presented in the CV format (Form T-7). The BCD requires that each expert shall confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the CV.

Awards & Accreditations (T-7): Brochures, Certificates, Photos etc.

Drawings depicting the Project Concept (T-8): To illustrate the proposed Design suitably the Consultant will provide the drawings, computer aided depictions and/or Model and a Report in the form and manner as elaborated in 1.3 above. The Technical Proposal shall not include any financial information except tentative project cost of the proposal. Technical Proposals containing financial proposal for the consultancy services for the project shall be summarily **rejected**.

2.12 Format for Financial Proposal

The Consultant is required to quote amount for the Project in the prescribed format given at section 4 including the following contents:

- (i) Covering Letter-F-1
- (ii) Price proposals-F-2
- (iii) Breakup of cost of the activities involved F-3

2.13 Opening of Proposal

Tender offers received by the prescribed closing time and date shall be opened in the presence of bidders or their Authorized representatives who choose to attend the opening of the tenders on the specified date and time. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.5 shall not be opened.

Prior to evaluation of Proposals, the BCD will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) it is received in the form specified for submission of Technical Proposal;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.5;
- (c) it is accompanied by the Bid Security as specified in Clause 2.4.
- (d) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.5 & 2.7.
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.7;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.14 Proposal Evaluation

General

2.14.1 After the submission of proposal, till the contract is awarded, if any Consultant wishes to contact the BCD on any matter related to its proposal, he/she may do so in writing. Any effort by the Consultant to influence BCD during the proposal evaluation, proposal comparison or contract award decisions shall result in outright rejection.

Evaluation of Technical Proposals

2.14.2 The Evaluation Committee appointed by BCD shall carry out the evaluation of proposals on the basis of their match with the terms of Reference (TOR), applying the following evaluation criteria and point system. Each proposal shall be awarded a technical score (S_T)

The points to be given under each of the evaluation criteria are:

Clause	Evaluation Criteria	Points
(a)	Adequacy of the proposed work plan and methodology in response to the TOR (As elaborated in 2.3.1)	20
(b)	Past Experience in such projects(As elaborated in 2.3.2)	20
(c)	Presentation on Concept Plan (as elaborated in 2.3.3 of this document)	60
	Total Points	100

Note:

- i. If the bidder fails to meet **any** of the required minimum qualification and experience criteria of its personnel as given then it would be considered as “fail” and the bid will be rejected.
- ii. BCD reserves the right to seek more details regarding the proof of age, qualifications and experience of the key personnel.
- iii. **Age limit for the key personnel to be deployed on project shall not be more than 65 years on the date of bid submission**
- iv. **The minimum technical score required to qualify technically is 70 points out of 100 for subsequent opening of financial proposal.**
- v. A proposal will be considered unsuitable and shall be rejected at this stage if it does not respond to the RFP and TOR or it fails to achieve minimum technical score of 70 points out of 100. BCD shall notify Consultants who fail to score the qualifying technical score and shall also return their Financial Proposals unopened after completing the selection process.
- vi. 80% of marks scored by technically qualified Applicant/Consultant (as mentioned in point no. iii above) shall be carried forward for final compilation (S_{TC}).

2.14.3 Not used**Opening and evaluation of Financial Proposals (FP)**

- 2.14.4 The Financial Proposal of technically qualified Applicants/Consultants shall be opened in the presence of the Consultant’s representatives who choose to attend. The name of the Consultants, their technical scores and the proposed prices shall be read out.
- 2.14.5 The Evaluation Committee shall determine whether the Financial Proposals are complete, unconditional and free from any computational errors.
- 2.14.6 The Fees indicated in the Financial Proposal shall be treated as final and reflecting the total cost of services excluding service tax. Omissions if any, in costing of any item of

service shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall rest solely with the Consultant. The Financial Proposal should clearly estimate and specify, as a separate amount, the local taxes, duties, fees, levies and other charges imposed under relevant laws.

- 2.14.7** The lowest financial proposal (F_M) shall be awarded 100 marks. Consequent higher quotes by other consultants/applicants will attract marks based on percentile method. The same is illustrated below:

Illustration:

Lowest Quote in INR: A

Marks awarded to lowest quote: 100

Another quote received: B; (where $B > A$)

*Marks awarded to applicant quoting Rs. B (F_M): $(B/A) * 100$*

- 2.14.8** 20% of marks scored in Financial Proposal/Bid by the applicant/consultant shall be carried forward for final evaluation (F_{MC})

- 2.14.9** The Applicant / Consultant scoring the highest marks after combining 80% of its Technical Score (S_{TC}) and 20% of its Financial Score (F_{MC}) shall be selected as the Preferred Consultant/Bidder. The final combined scores will be termed as A_f

2.15 Presentation

- i. The Consultants are expected to be ready with their presentations of the Concept Plan & Technical Proposal and shall submit three color copies as well soft copy (Editable format) to BCD.
- ii. The presentation should lay emphasis on demonstrating recent similar services rendered and the concept and methodology proposed for the project.

2.16. Award of Contract

- i. The contract for consultancy services shall be awarded to the best proposal in terms of the aforementioned terms and conditions and the selection process as mentioned in this RFP and the Chief Engineer, BCD shall be the Competent Authority in this regard whose decision shall be final and binding.
- ii. BCD reserves the rights to accept or reject any or all the proposals without assigning any reason. BCD also reserves the right to call for additional information from Consultants.
- iii. Notification on Award of Contract for Consultant shall be made in writing to the successful bidder.
- iv. Standard form of contract is attached herewith as Section 6

2.17. Issuance of LoA

BCD will formally notify the Preferred Consultant about its selection by issuing a Letter of Award (LoA). The letter will be sent to the address of the Consultant as provided by it in the RFP submission document. Within 07 (seven) days of issuance of LoA, the Consultant has to send a Letter of Acceptance to BCD.

2.18. Negotiations

Negotiations will not be conducted with the bidders as a matter of routine; however Authority reserves the right to conduct negotiations to their discretion and ultimately for signing of Agreement with the selected bidder.

2.19: Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.7.

2.20 Return of unsuccessful bids/proposals

BCD will return all the unsuccessful bids/proposals except of the second highest scorer (**A_F**) until the contract agreement with the Preferred Consultant has been signed. In case, the preferred Consultant does not turn up for signing of agreement or does not issue Letter of Acceptance within the time as specified in clause 2.17, BCD will forfeit its security deposit and will call upon the second highest combined scorer to match the Bid of the preferred consultant (matching of bid will only be applicable if the financial bid of second highest scorer is more than that of the financial bid of the preferred bidder / Consultant). If the second highest scorer or the second preferred bidder does not comply, BCD will have the right to annul the whole bidding process or can ask for fresh proposals from the other unsuccessful bidders except the first and second preferred bidders/consultants.

2.21 Number of Bids/Proposals

Shortlisted Applicants/Consultants are allowed to submit only ONE bid (comprising of Technical proposal, Financial Proposal and Bid security) in response to this RFP.

2.22 Transferability

This RFP is non – transferable.

2.23 Preferred Consultant's Obligation

Apart from other obligations as mentioned in this RFP, the Preferred Consultant has to open a project office within 15 days from the date of signing of the contract agreement. The address of the office along with telephone number, fax number etc has to be notified to BCD within the stipulated time.

2.24. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the BCD for any direct loss or damage that is caused due to any deficiency in services.

2.25. Commencement of Assignment

The Consultant shall commence the Services at the Project site within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.19 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited.

2.26. Proprietary Data

All documents and other information provided by the BCD or submitted by an Applicant to the BCD shall remain or become the property of the BCD. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The BCD 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 BCD in relation to the Consultancy shall be the property of the BCD.

3.0 Terms of Reference for Preferred Consultant

3.1 Objective

The Objective of this Consultancy (the “Objective”) is to develop the Master Plan of the entire campus for the construction of the New Jharkhand Bhawan spread over 2803 sqm at Bangla Saheb Road, New Delhi, Architectural plans & Elevations of individual buildings contained in it, Detailed designs of elements of the building / building complex as necessary for proper construction, detailed Bill of Quantities, Environmental Impact Assessment Studies (if required), Landscaping and area development, Engineering design and drawings for Structural, Electrical, HVAC etc., and periodic supervision of construction work in association with the selected contractor appointed for this purpose.

3.2. Minimum Development Obligation

The development has to follow the obligatory area demarcation as provided in clause 1.1.2 and minimum built up area requirement as per clause 1.1.3

Scope of Work: The scope of the work under these terms of reference would consist of – but not limited to the provisions laid down below. The Preferred Architect/ Consultancy firm selected through this Bidding process shall provide comprehensive planning and design services in respect of the work for construction of various Buildings and other development works, brief of which are given below:

- i. Surveys: Carrying out the required Reconnaissance surveys, Topographical surveys, Geotechnical and Hydrological investigations (at appropriate locations) including all data and figures needed for preparation of detailed engineering drawings for on-site implementation
- ii. Assessment of exact requirement of proposed Jharkhand Bhawan Building including its allied facilities.
- iii. Preparation of Master Plan: Preparation of Conceptual layout of the New Jharkhand Bhawan Campus indicating the location of various buildings, landscape features, drainage, services etc. based on required analysis of the requirements of the Project and inputs from the client. The concept would then be translated into a Plan, detailing the land use and zoning for various activities and services. The provision for various utilities should conform to the statutory norms, guidelines and regulations and as per Industry best practices.
- iv. Preparation of Detailed Architectural Plan of Buildings: Preparation of detailed architectural drawings of the building(s) in the New Jharkhand Bhawan Campus.
- v. Design & Detailed Engineering Services for External Infrastructure Facilities: Design and detailed engineering services for external infrastructure facilities, which shall include and would not be limited to:

- a. Boundary wall/ demarcation
 - b. Land Development
 - c. Road network including pavement, parking etc.
 - d. Power supply network
 - e. Water supply network including WTP
 - f. Sewerage system including STP and/or CETP
 - g. Storm water Drainage network
 - h. Solid Waste Disposal System
 - i. Street Lighting
 - j. Fire Protection System
 - k. Communication (telephone and data) infrastructure
- vi. Prepare working drawings, specifications and schedule of quantities for all the external utility services like water supply, sewerage, storm water drainage, fire hydrant schemes, treatment plants for water and sewage, rainwater harvesting, water supply intakes arrangements, telephone system, electrical substation and other related schemes and any other specialized services as per Project requirement sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
- vii. Preparation of Detailed Project Report (DPR) for External Infrastructure Facility consisting of following:
 - Main Report
 - Detailed Design Report
 - Technical Specification
 - Drawings (Architectural, Structural and detailed working drawings)
 - Rate Analysis
 - Detailed Estimate
 - Details of Measurement & Bill of Quantity (BOQ)
- viii. Design & Detailed Engineering Services for Architectural Work: Design and detailed engineering services for the New Jharkhand Bhawan Building along with their allied facilities, which shall include and would not be limited to: Structural Design, Electrical systems design and layout Illumination design and HVAC Design.
CONCEPTUAL DESIGN [STAGE 1] :
 - a. These selected consultant shall submit a master plan, layout model and building model for the buildings in the New Jharkhand Bhawan Campus.
 - b. The layout plans shall include an area statement giving details of permissible FAR, ground coverage, setback etc. and actual built up area generated vis-à-vis schedule of accommodation.

- c. Preparation of preliminary drawings using AutoCAD for various floors, toilets, staircases, etc. explaining the general planning with schedule of internal and external materials and finishes and dimensions. Plumbing/Electrical layout indicating internal and external pumps, engine alternator, substation, fire fighting system, UPS and location of channels for electric cables, telephone, LAN and other conduits for services, complete in accordance with the relevant National Building Code/local bye-laws including 2D drawings and 3D views and obtaining approval of client.

PRELIMINARY DESIGN AND DRAWINGS [STAGE 2] :

- d. Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the Client's approval along with preliminary estimate of cost on area basis.

DRAWINGS FOR CLIENT'S/ STATUTORY APPROVALS [STAGE 3]

- e. Preparation and submission of plans/drawings to local civic bodies for obtaining approval of the Local/Statutory authorities according to the applicable acts, laws, regulations etc. and make any changes desired by such authorities at no extra cost. The approved documents in original shall be submitted to client for its reference and record.
- f. The consultant shall be responsible for arranging and obtaining of all approvals from all Local/Statutory authorities like Environment Dept., Fire Dept., Wireles & Telecommunication Dept. etc. according to prevailing bye-laws, Laws and Regulation etc. The client shall pay all statutory fees required for obtaining the approvals from various local bodies/statutory bodies.
Preparation of detailed drawings consisting of floor plan at each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, terrace plans, lighting outfit/switching plan, plumbing and schematics, interior fit out including structural, electrical & other equipment, communication systems, security system, fire detection and fire fighting systems, power management systems, wastewater management system, rain water harvesting, landscaping and horticulture etc. all pertaining to various specialist services and disciplines.

WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]:

- g. Prepare working drawings, specifications and schedule of quantities for each of the Building Components sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
- h. Prepare working drawings, specifications and schedule of quantities for all internal utility services like plumbing, fire fighting, electrification, fire detection,

telephones, PABX, public address system, acoustics and other specialized services etc. as per the requirements of the Project sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

- i. The building shall be designed to withstand static/dynamic loading (wind/seismic) appropriate for Bangla Saheb Road, New Delhi and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output.
- j. The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC and all drawings (architectural, structural & others) in hard copies as well as in soft copies in requisite numbers. All soft copies of the drawings shall be submitted in AutoCAD format for subsequent modification/revisions to be made on “As-built drawings” to be prepared in later stage. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP : 34 (S&T). All overriding conditions prescribed by IS : 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
- k. Structural design calculations and drawings shall be vetted by a Proof Consultant.
- l. The bidder shall appoint a suitable expert from a reputed Engineering College as Proof Consultant and shall make payment for rendering their services.
- m. Preparation of Detailed Project Report (DPR) for Jharkhand Bhawan Building Components including internal utility services consisting of following:
 - i. Main Report
 - ii. Detailed Design Report
 - iii. Technical Specification
 - iv. Drawings (Architectural, Structural and detailed working drawings)
 - v. Rate Analysis
 - vi. Detailed Estimate
 - vii. Details of Measurement & Bill of Quantity (BOQ)

APPOINTMENT OF CONTRACTORS [STAGE 5]:

- n. Project bundling & unbundling: Will be carried out by BCD or any agency appointed by BCD
- o. Bid Process Management for Selection of Contractor/(s): Will be carried out by BCD or any agency appointed by BCD

CONSTRUCTION [STAGE 6]:

- p. Prepare and issue working drawings and details for proper execution of works during construction.
- q. Approve samples of various elements and components.
- r. Check and approve shop drawings submitted by the contractor/ vendors.
- s. Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
- t. In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager, who shall work under the guidance and direction of the Architect and shall be appointed and paid by the Client.

COMPLETION [STAGE 7]:

- u. Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.
 - v. Issue two sets drawings as built drawings which would include services and structures.
- ix. The consultant shall be responsible for arranging and obtaining of all approvals from all Local/Statutory authorities like Environment Dept., Fire Dept., Wireless & Tele communication Dept. etc. according to prevailing bye-laws, Laws and Regulations etc. The client shall pay all statutory fees required for obtaining the approvals from various local bodies/statutory bodies.

ix Time for completion

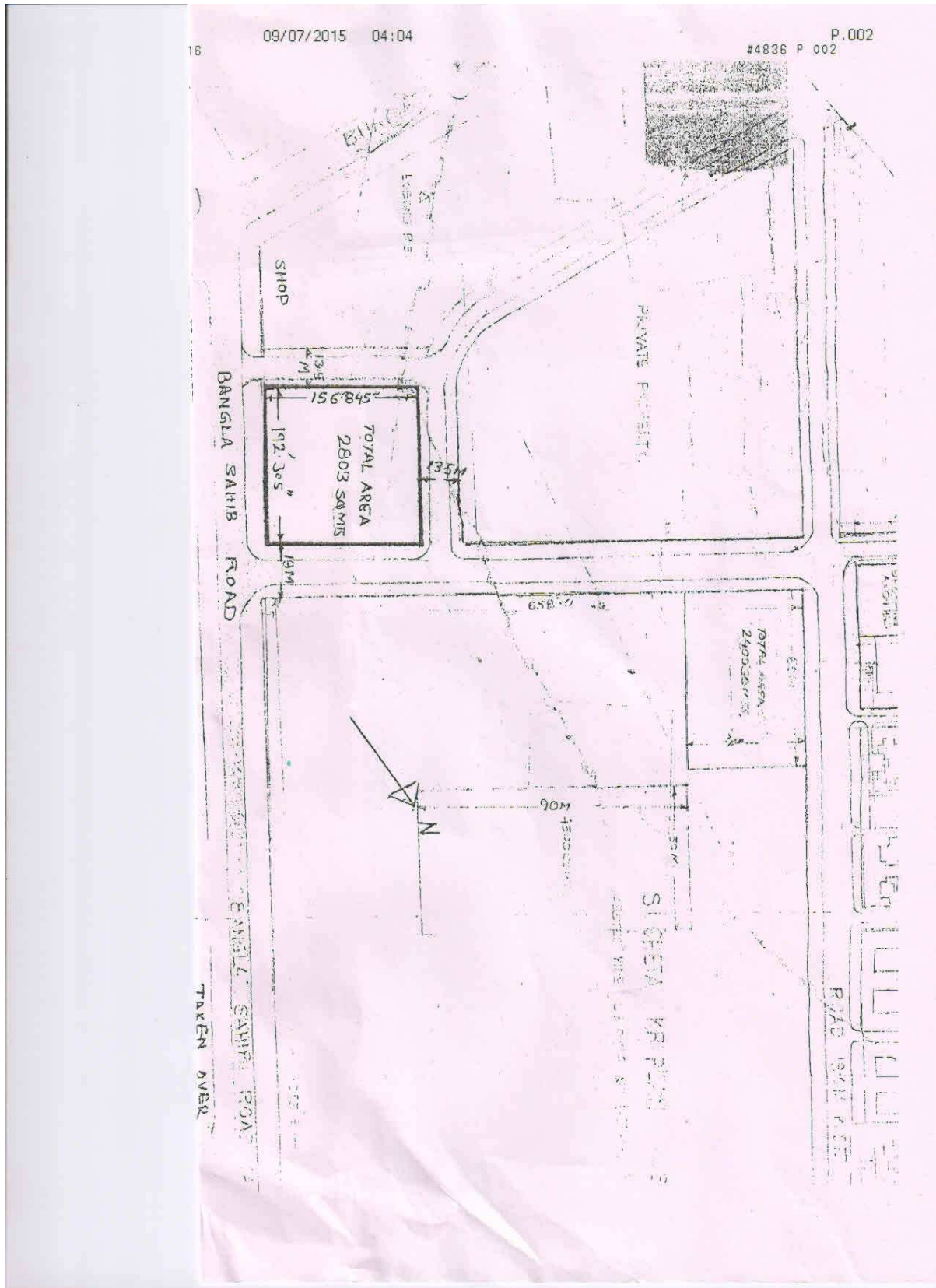
SI No	Activities	Timeline* (in days)
1	Signing of Agreement	D
2	Setting up of Project Office and mobilization of resources	D+5
3	Inception Report	D+10
4	Field Investigation and assessment of Project Requirement	D+25
5	Submission of draft master-plan	D+35
6	Submission of final master-plan	D+45
7	Architectural Services – Concept Plans	D+60
8	Design and detailed engineering of external infrastructure	D+60
9	Architectural Services – Detailed Design	D+75

SI No	Activities	Timeline* (in days)
	and drawings for approval	
10	Detailed project report including Submission of BOQs and detailed estimates for infrastructure and building components	D+90
11	Successful Appointment of Contractor/s (Bid Process management)	Once the above are completed
12	Construction Supervision	As and when required
TOTAL		90

*D: Denotes Effective date

3.3 Site

The Site Plan is given for reference



4.0 TECHNICAL PROPOSALS

- T-1 Letter of Submission
- T-2 Organization Profile & Consortium if any
- T-3 Project References
- T-4 Methodology or Work plan
- T-5 Project Team
- T-6 Curriculum Vitae of Key Personnel
- T-7 Awards & Accreditations
- T-8 Drawings depicting Project Concept

T-1: Letter of Submission

To
Executive Engineer,
Special Works Division,
Building Construction Department
Government of Jharkhand
Old Jail Road, Ranchi – 834001
Jharkhand

Subject: Consultancy Services for Planning and Architectural& PMC Services for Construction of New Jharkhand Bhawan in New Delhi.

Ref RFP:-

Sir,

I/ We having examined the RFP documents (including all appendices) offer to provide consultancy services for **“Consultancy Services for Planning and Architectural& PMC Services for Construction of New Jharkhand Bhawan in New Delhi”** in conformity with the **said RFP documents in accordance with the Schedule of Prices** indicated in the Financial Proposal and made part of this offer. If our offer is accepted, I/ we undertake to complete study, analysis, design, planning and costing of the entire project as specified.

I/ We agree to abide by this offer till 90 days from the date of signing the contract/ financial offer opening and our offer shall remain binding upon us and may be accepted by the BCD any time before the expiry of that period.

Until a formal contract is prepared and executed, this offer, together with the conditions set forth in the RFP document BCD's written acceptance thereof and the BCD's notification of award, shall be binding on us.

I/We hereby declare that we have not been blacklisted by any agency in the country/ overseas. In case subsequently found, we understand that we will become ineligible for this offer and the Bid Security will be forfeited.

I/We understand that the BCD is not bound to accept the lowest bid and reserves the right to reject any bid without assigning any reason whatsoever.

Yours Faithfully

Name of Firm
Address-
Fax No -
E-mail-
Mobile No-

Authorized Representative
Signature-
Name-
Designation

T-2 Organizational Details and financial Statement

1. Organization chart of the company and brief description, Year of establishment and Fields of Expertise
2. Details of the Indian company/ representative of the Consultant
 - i. Address of Corporate office:-
 - ii. Specify the appropriate types of services and field of specialization the Consultant is engaged in
 - iii. Whether subsidiary or independent or JV with details
 - iv. Whether individual, proprietorship, partnership corporation or others
 - v. Corporation Registered under
 - vi. Organizational set up
 - vii. Names and responsibilities of key personnel
3. Technical and managerial staff
4. Financial Statement for last five years

year	Turnover (in Rscrores)	Networth (in Rscrores only for 2013-14)
2013-14		
2012-13		
2011-12		
2010-11		
2009-10		
Average		

Note: Statutory Auditor (if applicable) or C.A certificate regarding Turnover and Networth to be attached.

5. Experience of Similar projects

- a. Name of the projects:
- b. Area
- c. Scope of work
- d. Copy of satisfactory completion certificate by client/client's representative*
- e. Contact particulars (recent) of references for the project*
- f. Details of any ongoing project*

Note the details of the above projects need to be given in Format T-3

Authorized Representative
Firm's Name

T-3 Project References

(Relevant Services Carried Out in the Last Five Years)

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. (**NOT MORE THAN 5 BEST Projects**)

Assignment Name:		Country:
Location within Country:		Professional Staff provided by your firm:
Name of Client:		No. of Staff:
Address:		No. of person-Months: Duration of Assignment:
Start Date (Month/Year):	Completion Date(Month/Year):	Approx. Value of Services:
Name of Associated Firm(s):		No. of Person-Months of Professional Staff Provided by Associated Firm(s):
Name of Senior Staff (Project Director/Co-coordinator, Team Leader) Involved and Functions Performed:		
Description of the Project:		
Description of Actual Services Provided by your Company:		
Present status of the Project:		

Authorized Representative

Firm's Name

T-4 Methodology & Work Plan for Performing the Assignment

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than five pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

Authorized Representative
Firm's Name

T-5 Project Team (Team Composition & Task Assignment)

Technical Staff (Key Personnel)

Expertise	Position	Name	Organization	Education Qualifications	Total Experience	Task

Supporting Staff

Name	Position	Task

Authorized Representative
Firm's Name

T-6 Format of Curriculum Vitae for Key Personnel

Name of Firm

Name of Staff

Profession

Designations

Date of Birth

Years with Firm

Nationality

Membership of Professional Bodies

Detailed Tasks Assigned

Key Qualifications: Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations (half page).

Education: Summarize college/ university and other specialized education of staff member, giving names of institutions, dates attended, and degrees obtained (quarter page).

Employment Record: Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate (two pages).

Languages: for each language indicate proficiency: excellent, good, fair, or poor in speaking, reading and writing.

Certification:-

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

(Signature of staff member and Authorized representative of the firm)

Date (Day/ Month/ Year)

Full name of staff member

Full name of Authorized representative

T-6B: Survey and Field Investigations

Item of Work/ Activity	To be carried out/prepared by		Week																				
	Name	Designation.																					
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		

**T-7 Awards & Accreditations (if any), brochures,
certificates, photos etc.**

Signature-
(Authorized representative)
Full Name-

Firm's Name

T-8 Drawings Depicting Project Concept

(Refer 1.2 for details)

T-9 Power of Attorney

Power of Attorney (on Stamp Paper duly notarised)

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 Proposal for and selection as the Consultant for **"Consultancy Services for Planning and Architectural & PMC Services for Construction of New Jharkhand Bhawan in New Delhi"**, proposed to be developed by the Building Construction Department, Government of Jharkhand (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and

in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by your said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

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

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

T-10: Format of Bank Guarantee for Bid Security

(Refer Clause 2.4)

B.G. No.Dated:

1. In consideration of **Executive Engineer, Special Works Division, Building Construction Department** having its office at **old Jail Road, Ranchi - 834001** (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for providing **Consultancy Services for Planning Architectural&PMC Services for Construction of New Jharkhand Bhawan in New Delhi** (hereinafter referred to as “the Project”) pursuant to the RFP Document dated 08 July 2015 issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at Ranchi (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.4 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 2,50,000/- (Rupees Two Lakh and Fifty Thousand only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity

period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 2,50,000/- (Rupees Two Lakh and Fifty Thousand only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 2,50,000/- (Rupees Two Lakh and Fifty Thousand 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 9 hereof, on or before [_____] (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

5.0 FINANCIAL PROPOSAL

F-1 Covering Letter

F-2 Price Proposal

F-3 Price Details as per activity

F-1 Covering Letter

Subject: Consultancy Services For Planning, Architectural & PMC Services for Construction of New Jharkhand Bhawan in New Delhi.

From:

To

Executive Engineer,
Special Works Division,
Building Construction Department
Government of Jharkhand
Old Jail Road, Ranchi – 834001

Subject: Consultancy for Planning and Architectural & PMC Services – Construction of New Jharkhand Bhawan in New Delhi.

Dear Sir,

Please find enclosed herewith our Financial Proposal for selection of our organization for providing various services as per the Terms of Reference for the Preparation of Planning and Designing of Jharkhand Bhawan. We agree to abide by this offer for 180 days from the due date of submission of the proposal and our offer shall remain binding upon us.

We understand that the BCD is not bound to accept the lowest offer and the BCD reserves right to reject any or all offers without assigning a reasons.

Yours Faithfully,

Signature
Name
Designation
Address
Tel. Nos. (O)
Mobile:-
E Mail: -
Fax No.
Authorized
Representative

F-2: Price Proposal for Consultancy for Planning, Architectural & PMC Services

Sr. No.	Description	Fees in Figures in Rupees	Fees in Words in Rupees
1	Total lump sum fees for the Cost of Consultancy project as per Terms of References	Rs. _____ _____ Only	Rs. _____ _____ Only

Note:

- i. The fees quoted above are exclusive of service tax as applicable on the quoted fees which will be reimbursed by BCD.
- ii. The fees quoted above are inclusive of all expenses likely to be incurred in carrying out the assignment including procurement of any material, preparation of deliverables as detailed, site visits, out of pocket expenses for traveling, accommodation, subsistence, transportation and other miscellaneous expenses.
- iii. The breakup of cost under various heads of services is being furnished separately on the next page as per the prescribed format.

Signature

Authorized Representative

F-3 Price Details as per the activity

Sr. No.	Activity	Total Cost Rs(in Lakhs)	Remarks
1	Topographic Surveys		
2	Geotechnical Survey		
3	Physical planning and Urban Design		
4	Infrastructure Design including roads		
5	Detailed Project Report, & Implementation Strategy		
6	Bill of quantities and estimation, Tenderpreparation and bid processing		
7	Supervision of Construction activities		
	Total		

Signature**Authorized Representative**

Appendix II

Payment Schedule

Sl No	Activities	Payment (% of agreement value)
1	Mobilization Advance	5%
2	Inception Report - Assessment of Project Requirement	10%
3	Submission of draft master-plan	10%
4	Submission of final master-plan	20%
5	Design and detailed engineering of external infrastructure	10%
6	Architectural Services – Concept Plans	10%
7	Architectural Services – Detailed Design and drawings for approval	10%
8	Detailed project report including Submission of BOQs and detailed estimates for infrastructure and building components	10%
9	Successful Appointment of Contractor/s	10%
10	Construction Supervision	5% (this payment will be spread over mutually agreed upon timeline and number of required site visits)
TOTAL		100%

6.0 Form of Contract

DRAFT AGREEMENT

FOR

CONSULTANCY SERVICES FOR PLANNING , ARCHITECTURAL

& PMC SERVICESFOR CONSTRUCTION OF NEW JHARKHAND

BHAWAN IN NEW DELHI.

DRAFT AGREEMENT

Consultancy Services for Planning , Architectural& PMC Services for Construction of New Jharkhand Bhawan in New Delhi,

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “Agreement”) is made on the ____ day of the month of 2015, between, the Executive Engineer, Special Works Division, Building Construction Department, Government of Jharkhand (hereinafter called the “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 expressions shall include their respective successors and permitted assigns). **WHEREAS**

(A) The Authority vide its Request for Proposal for Consultancy Services for planning and architectural services (hereinafter called the “**Consultancy**”) for construction of new Jharkhand Bhawan in New Delhi (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 proposal the Consultant also agreed to provide the Services to the Authority on the terms and conditions set forth in the RFP and this Agreement; and

(C) the Authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the “**LOA**”); and

(D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

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

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement, together with all the Annexes;
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- (d) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “Dispute” shall have the meaning set forth in Clause 9.2.1;
- (h) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- (j) “Government” means the Government of Jharkhand;
- (k) “INR, Re. or Rs.” means Indian Rupees;
- (l) “Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;

- (n) “Party” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (o) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (p) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) “EoI” means Expression of Interest document which was floated by the Authority for shortlisting of Consultants for the Project and “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (r) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) “Third Party” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

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

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

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP
- (d) Letter of Award; and
- (e) EoI

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of

master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- (a) in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the

Consultant's Representatives 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 Ranchi, India may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the Authority;

- (b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representatives 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 operating office in Ranchi it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8 Location

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

1.9 Authority of Member-in-charge

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

1.10 Authorised representatives

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

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:

Executive Engineer, Special Works Division, Building Construction Department, Government of Jharkhand, Old jail Road, Ranchi – 834001, Jharkhand.

Tel: 0651-2563646, Fax: 0651-2563646

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

Tel: ----- Fax: ----

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 05 (Five) days from the Effective Date, unless otherwise agreed by the Parties. And within 05 (Five) days from the Effective Date, the Consultant shall open a Project Office in New Delhi

with all required communication tools.

2.3 Termination of Agreement for failure to commence Services

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

2.4 Expiration of Agreement

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

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons specially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communication 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 and EoI shall continue to subsist and shall be deemed as part of this Agreement.

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

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfill 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 fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than

fourteen(14)daysfollowingtheoccurrenceofsucchevent,providing evidenceofthenatureandcauseofsucchevent,andshallsimilarlygive noticeof therestorationofnormal conditions as soon as possible.

- (c) The Parties shalltake all reasonable measures to minimise theconsequences of anyevent of ForceMajeure.

2.7.4 Extension of time

AnyperiodwithinwhichaPartyshall,pursuanttothisAgreement,complete anyactionor task,shallbeextendedforaperiodequaltothetimeduring whichsuchPartywas unable toperformsuchactionasaresultofForce Majeure.

2.7.5 Payments

Duringthe periodofitsinabilitytoperformtheServicesasa resultofanevent of Force Majeure, the Consultant shall be entitled to be reimbursed for additionalcostsreasonablyandnecessarilyincurredbyitduringsuchperiod forthepurposesoftheServicesandinreactivatingtheServicesaftertheend ofsuchperiod.

2.7.6 Consultation

Notlaterthanthirty(30)daysaftertheConsultanthas,astheresultofanevent of Force Majeure, become unable to perform a material portion of the Services,thePartiesshallconsultwitheachotherwithaviewtoagreeingon appropriate measures to betaken in the circumstances.

2.8 SuspensionofAgreement

TheAuthority may, by writtennoticeofsuspensiontotheConsultant,suspend allpayments to the Consultant hereunder iftheConsultant shallbein breach of this Agreement or shall fail to perform any of its obligations under this Agreement,includingthecarryingout of theServices;providedthatsuch noticeof suspension(i)shallspecifythenatureofthe breach or failure, and(ii) shallprovideanopportunitytotheConsultanttoremedysuchbreachor failure withinaperiodnotexceedingthirty(30)daysafterreceiptbytheConsultant ofsuchnoticeof suspension.

2.9 TerminationofAgreement

2.9.1 By the Authority

The Authority may, by not less than thirty (30) 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 for any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) 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 to take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than thirty (30) 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 forty-five (45) 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 forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notices 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 sixty (60) 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 expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 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):

- (i) remuneration pursuant to Clause 6 hereof for services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.
- (iv) all the payments which will be eligible as part of clause 2.9.5 shall be adjusted against the retention money as retained by the Authority in lieu of performance assurance of the Consultant.

2.9.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

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

Consultants shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the timeschedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

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

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest. 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 percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall

engage, either directly or indirectly, in any of the following activities:

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

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

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not thereafter 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 this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security/retention money, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 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 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 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 / LOI 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 action 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/LOI 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/LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process

or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

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

3.3 Confidentiality

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

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

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;

- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

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

3.4.2 Consultant's liability towards the Authority

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

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

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such liability in accordance with Clause

3.5.2, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Insurance to be taken out by the Consultant

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

undertaking to that effect.

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

- (a) Third Party liability insurance as required under Applicable Laws.
- (b) Third Party liability insurance with a minimum coverage of the contract value i.e. Rs. _____ cr. (Rs. _____ crore) for the period of this Agreement.
- (c) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

3.6 Accounting, inspection and auditing

The Consultant shall:

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

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

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

the following actions:

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

3.8 Reporting obligations

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

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

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to any other Authority/parties.
- 3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials, if any, made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall

dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.12. Accuracy of Documents

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

4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set

forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated period of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increases shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant thereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Substitution of 20% of the Key

Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction would be equal to 20% (twenty percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. Substitution of the Key Personnel beyond 20% is not permitted unless otherwise warranted in the interest of work and subject to prior approval of competent authority.

4.5 Working hours, overtime, leave, etc.

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

4.6 Team Leader and Project Manager

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

4.7 Sub-Consultants

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

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

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

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 10% (ten percent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

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

6.1.2

Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.),

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees..

6.3 Mode of billing and payment

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

(a) A Mobilisation Advance for an amount up to 5% (five percent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 5% (five percent) per annum and shall be adjusted in four equal installments from the first four stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the fifth installment due and payable thereafter.

(b) 5% of every billed amount will be retained by the Authority as Retention

Money (the “Retention Money”) without any interest and will be adjusted in the full and final settlement more precisely described in clause no. 7.1.

- (c) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payments 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 minus the retention money.
- (c) The Authority shall cause the payment due to the Consultant to be made within 45 (forty five) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement 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 final report or final statement, as the case may be. 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.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3(d).

Any delay by the Consultant in reimbursement by the due dates shall attract simple interest @10% (ten percent) per annum.

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

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security / Retention Money

7.1.1

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

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

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

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

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will

be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security / Retention Money

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

7.3 Penalty for deficiency in Services

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

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

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

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedures 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 the Chief Engineer, Building Construction Department, Government of Jharkhand and the Authorized Person of the Consultant for amicable settlement, and upon such reference, the said persons shall meet not 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 a Board of

Arbitrators appointed in accordance with Clause 9.4.2. Such arbitrations shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and applicable Rules. The venue of such arbitrations shall be Ranchi, India and the language of arbitration proceedings shall be English.

- 9.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996 and applicable Rules.
- 9.4.3 The arbitrator 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 Government 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

Executive Engineer
on behalf of
Building Construction Department:

SIGNED, SEALED AND DELIVERED For and
For and on behalf of
Consultant:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Section 3 of RFP)

Annex- 2

Deployment of Personnel

(Refer Clause 4.2)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

Annex-4

Approved Sub-Consultant(s)

(Refer Clause 4.7.1)

Annex-5

Cost of Services

(Refer Clause 6.1)

Annex-6

Payment Schedule

(Refer Clause 6.3)