

INDORE DEVELOPMENT AUTHORITY
7, RACE COURSE ROAD , INDORE



Request for Proposal (RFP)

For

**“Selection of Consultant for Preparation of Town
Development Scheme - Scheme No 172 at Indore”**

Under

**Pilot on formulation of Town Planning Schemes for selected Cities of
AMRUT, MoHUA, GoI**

Issued By :-

Chief City Planner
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ida **INDORE DEVELOPMENT AUTHORITY**

**7, Race Course Road,
Indore (M.P.) Pin – 452003**

Email: idaindore7@yahoo.in Phone : 0731-2533355, 2545339

No. : IDA/EPROC/2018-19/80

Date : 13-09-2018

MPIDA/TENDER NO.772 (1st Call)

NOTICE INVITING TENDER

Notice Inviting Tenders (NIT)

for Selection of Consultant for Preparation of Town Development Scheme - Scheme No 172 at Indore

Online tenders are invited on key dates from the Consultant. Tender documents can be purchased from website <https://www.mpeproc.gov.in>. Help manual to the contractors can be seen on the portal of e-procurement system.

S. No.	Name of work	Earnest Money (Rs.)	Cost of tender form + GST (Rs.)	Time allowed for completion including/ excluding rainy season	Eligibility criteria	Last date & Time of Purchase Tender	Remarks
01	Request for Proposal (RFP) for Selection of Consultant for Preparation of Town Development Scheme - Scheme No. 172 at Indore	100000/-	11800/-	As specified in RFP documents	As specified in RFP documents	22-09-2018 upto 17:30	GST shall be paid separately as per applicable rates. So Tender Rates should be quoted accordingly

Note :-

1. The Firms should have registration with employees provident fund and GST. Copy of registration is to be submitted along with tender document. In case if the firm is not having registration then an application for the registration will be also considered.
2. Amendments to NIT if any, would be published on website only, and not in newspaper.
3. Any type of exemption in Tender form fees / EMD will not be allowed and tender without tender form fees / EMD shall be rejected prima facie.

**Chief City Planner
Indore Development Authority**

Indore Development Authority

7, Race Course Road , Indore

RFP Document

Request for Proposal (RFP) for Selection of Consultant for Preparation of Town Development Scheme - Scheme No 172 at Indore

Indore Development Authority Invites Request for Proposal (RFP) for Selection of Consultant for Preparation of Town Development Scheme - Scheme No 172 at Indore. The proposals duly completed as per prescribed format, shall be submitted in sealed envelope super scribing Application for preparation of Town Development Scheme - Scheme No 172 at Indore. Consultant may Submit their Proposal on or before the date of submission mentioned in the schedule of tender at the following address:

Chief City Planner
Indore Development Authority
7, Race Course Road
Indore – 452 001
Tele-fax: 0731-2430553
Mob. No : - +919755099388
Web Site : www.idaindore.org
Email: rksinghtcp@gmail.com

Details of the services required are provided in the Terms of Reference of this Request For Proposal (RFP). The detailed RFP with Annexure(s) may be obtained from website www.mpeproc.gov.in

Key Dates

TENDER TIME SCHEDULE

S.No.	IDA Stage	Contractor Stage	Key Dates & time
1	2	3	4
1	Tender Preparation and release of NIT	-	13-09-2018 10:30
2	-	Purchase of tender Start Date & Time	13-09-2018 20:31
3	-	Tender Purchase Online End Date & Time	22-09-2018 17:30
4	-	Submit Bid Online End Date & Time	25-09-2018 17:30
5	-	Bid submission (Manually submission as per note below)	27-09-2018 17:30
6	Opening of EMD, Cost of tender document and Technical Bid.	-	27-09-2018 18:00
7	Financial/price Bid open date and time	-	29-09-2018 16:00

Note : Original EMD instrument in the name of Indore Development Authority, Indore & relevant documents should reach to ACCOUNTS OFFICER, INDORE DEVELOPMENT AUTHORITY, 7 RACE COURSE ROAD, INDORE M.P. By 27-09-2018 upto 17:30 through Speed Post / Regd. Post A.D. / Private Courier Services. Authority will not be responsible for any Postal/Courier Service delays.

Annexure A: Bid Data Sheet (BDS) and Instructions to Consultants

Bid Data Sheet

1	Name of the Client: Indore Development Authority (IDA) Indore
2	Method of selection: Quality and Cost Based Selection (QCBS)
3	Financial Proposal to be submitted together with Technical Proposal: Yes Title of RFP is: “Selection of Consultant for Preparation of Town Development Scheme - Scheme No 172 at Indore” Title of Consulting Services is : “Consulting Services for Preparation of Town Development Scheme - Scheme No 172 at Indore”
4	Client Representative : INDORE DEVELOPMENT AUTHORITY (IDA) INDORE Chief Executive Officer, Indore Development Authority (IDA), 7, Race Course Road, Indore – 452 003 Tele-fax: +91-731-2533355, 2545339 Web Site : www.idaindore.org, Email: ida@idaindore.org
5	Proposals must remain valid for 180 days after the submission date indicated in this Bid Data Sheet.
6	The Consultant is required to include with its Proposal written confirmation of authorization to sign on behalf of the Consultant: Yes
7	Joint Ventures or Consortia are permissible: No
8	Bidders Eligibility Criteria: Applicable a. Consultants shall have minimum average annual turnover of Rs 15 Crs over the last 3 Financial Years . Consultants must ensure that evidence of eligibility criteria of turnover in the form of audited financial statements for the last three financial years together with the Auditors’ Report must be enclosed with their Technical proposal. b. Consultants should have executed at least 1 project in each of the category of similar projects* during last ten years . Consultants should submit copies of Certificates from client for the same. *Category for Similar Projects are 1. Preparation of Zonal Plan/Master Plan/Statutory Town Planning or Development Schemes/TOD Plan for a City having population more than 10 Lakhs. The project should be duly approved by the client or final draft submitted to the client and 2. Preparation of City Development Plans/HFAPoAs/SFCPoAs/Smart City Proposals for a City having population more than 10 Lakhs duly approved by competent authority (MoUD/MoHUPA etc). 3. Preparation of Master Plan/Detailed Project Report for Urban Infrastructure Projects (Viz Water Supply, Storm Water, Sewerage, Integrated Infrastructure Development, Urban Roads), Building Campus/township Projects & Area Development Projects, costing more than Rs 100 Crs for any Govt/Semi-Govt Agency, for which the project execution/implementation has been completed

9	<p>The Consultant must submit one original copy of the Technical Proposal (both online and manual) and one original copy of the Financial Proposal (online Only)</p> <p>Financial Proposal shall be provided in the Format Provided in Annexure C as a</p> <ul style="list-style-type: none"> Lump sum Quote for Consulting Services for Preparation of Town Development Scheme - Scheme No 172 at Indore.
10	Technical Proposals are to be submitted in separate sealed envelopes and then enclosed in a single sealed envelope.
11	Technical Proposals should be clearly marked ‘TECHNICAL) PROPOSAL FOR [Title of RFP] – DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE’ .
12	A Bid Security must be submitted: Yes
13	If Yes, the amount of the Bid Security is Rs. 1,00,000 only. The duration for validity of Bid Security is 180 days
14	<p>Format for Bid Security will be: Bank draft or FDR favoring the Chief Executive Officer, Indore Development Authority and drawn on a Scheduled Commercial/Nationalized Bank with a branch in Indore.</p> <p>Bid Security in proper instruments shall be placed in separate sealed envelope and then enclosed in a single sealed envelope. This envelope should be clearly marked ‘BID SECURITY FOR [Title of RFP] – DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE’.</p>
15	A Performance Security in the form of Bank Guarantee/FDR is to be submitted by the selected Consultant upon signing of Contract: Yes
16	<p>If yes, the amount will be 5% of the Contract Value; this may be provided as Bank Guarantee or FDR</p> <p>The consultant shall allow the IDA to deduct from interim payments at the rate of 5 % of the interim payments and retain the same as security deposit. .Performance Security deposits will be refunded after completion of the work.</p> <p>Bank Guarantee/FDR will be made in the name of: Indore Development Authority and drawn on a Scheduled Commercial/Nationalized Bank with a branch in Indore</p>
17	<p>Proposals must be submitted no later than</p> <p><i>[as mentioned in the RFP Time Schedule]</i></p>
18	<p>Address for submission of Proposals:</p> <p>Chief Executive Officer,</p> <p>Indore Development Authority (IDA),</p> <p>7, Race Course Road, Indore – 452 003</p> <p>Tele-fax: +91-731-2533355, 2545339 Web Site : www.idaindore.org, Email: ida@idaindore.org</p>
19	<p>Expected date for public opening of Technical Proposals:</p> <p><i>[as mentioned in the RFP Time Schedule]</i></p>
20	Expected date for public opening of Financial Proposals (if Applicable) : <i>[To be Notified]</i>
21	Expected date for commencement of consulting services: <i>[To be Notified]</i>
22	Evaluation of the proposal will be based on the marks given below.

S.N	Criteria	Score
1	Experience of undertaking similar assignments of each category*	500
a	Experience of Preparation of Zonal Plan/Master Plan/Statutory Town Planning or Development Schemes/TOD Plan/Comprehensive Development Plan for a City having population more than 10 Lakhs, The project should be duly approved by the client. <ul style="list-style-type: none"> 50 marks for first Project or 100 marks for first 2 Projects, and 20 marks for each additional Project subject to maximum of 200 marks 	200
b	Experience of Preparation of City Development Plans/HFAPoAs/SFCPoAs/ Smart City Proposals for a City having population more than 10 Lakhs duly approved by competent authority (MoUD/MoHUPA etc). <ul style="list-style-type: none"> 40 marks for first Project or 75 marks for first 2 Projects, and 15 marks for each additional Project subject to maximum of 150 marks 	150
c	Experience of Preparation of Master Plan/Detailed Project Report for Urban Infrastructure Projects (Viz Water Supply, Storm Water, Sewerage, Integrated Infrastructure Development, Urban Roads), Building Campus/township Projects & Area Development Projects, costing more than Rs 100 Crs for any Govt/Semi-Govt Agency, for which the project execution/implementation has been completed <ul style="list-style-type: none"> 40 marks for first Project or 75 marks for first 2 Projects, and 15 marks for each additional Project subject to maximum of 150 marks 	150
2	Experience of the Consultant in providing Consultancy Services for similar assignments to Govt/Semi-Govt Agencies in Madhya Pradesh showing acquaintance of consultants with urban planning policies, acts, regulations and rules in Madhya Pradesh <ul style="list-style-type: none"> 50 marks for first 4 Projects, and 10 marks for each additional Project subject to maximum of 100 marks 	100
3	Approach and Methodology	100
a	Innovativeness/Comments on ToR.	20
b	Work Program/Personnel Schedule/Team Structure.	30
c	Methodology, Work Plan and Innovativeness.	50
4	Key Personnel (CVs)	300
a	Team Leader/ Urban Planner	150
b	Urban Development Expert	75
c	Municipal Engineer/ infrastructure specialist	75
	Total	1000

Note : In order for your bid to be considered “Responsive” you must fulfill all conditions listed in Items No 5, 6, 8, 9, 10, 11, 12, 13,14 and 17 where applicable.

*Consultants should submit copies of Certificates from client as documentary evidence for Experience of undertaking similar assignments of each category

Instructions to Consultant

1. Introduction	1.1 The Consultant is invited to submit a Technical Proposal and a Financial Proposal, as specified in the Bid Data Sheet. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.2 The Consultant shall bear all costs associated with the preparation and Submission of its Proposal and contract negotiation.
	1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.
Eligible Consultant	1.4 A Consultant may be a natural person, private/govt entity as Partnership, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria's specified in the Bid Data Sheet.
	1.5 Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of IDA, UD&HD, GoMP, MoUD, GoI.
	1.6 A firm or individual declared ineligible by the Government of India or GoMP or IDA or its departments and subsidiaries shall be ineligible to provide consulting services under IDA.
	1.7 Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
Disclosure	1.8 Consultants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of its Contract.
	1.9 Consultant must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, including but not limited to appointment of any officer such as a receiver in relation to the Consultant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
	1.10 Consultant's must disclose if they have been convicted of or are the subject of any proceedings relating to: <ul style="list-style-type: none"> a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct; b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with UD& HD, IDA or any other donor of development funding, or any contracting authority;

	c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
<i>Anticorruption</i>	1.11 A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases IDA will declare the Consultant ineligible, either indefinitely or for a stated period of time and Consultants will be blacklisted
<i>Only one Proposal</i>	1.12 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. This also prohibits the inclusion of an individual expert, in more than one proposal.
2. Clarification of RFP Documents	2.1 Consultants may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Bid Data Sheet. The Client will respond by standard electronic means within the period specified in the Bid Data Sheet. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2 .
<i>Amendment in RFP Documents</i>	2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.
	2.3 Any addendum will be sent to all Consultants who have purchased the RFP Document and will be binding on them. Consultant shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.
	2.4 To give Consultant reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.32 and 5.33
3. Preparation of Proposals Language of proposals	3.1 The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Hindi), in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
<i>Cost of Bidding</i>	3.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

	3.3 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position as specified in the Annexure D – TOR and Bid Data Sheet.
4. Full-time employees	<p>4.1 It is desirable that the Team Leader or expert proposed as Team Leader is a regular full-time employee of the Consultant. A regular fulltime employee is defined as a person who, on the date of submission of the Consultant's Proposal:</p> <ul style="list-style-type: none"> a) is currently employed under a contract or agreement of employment with the Consultant; b) Has been employed by the Consultant for the 6 consecutive months immediately preceding the date of submission of the Proposal. c) is entitled to receive regular remuneration and benefits from the Consultant; and d) Is engaged to work for the Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.
5. Instructions for submission of Proposal	5.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Bid Data Sheet and accompanying documents.
	5.2 Proposals must be received before the deadline specified in the Bid Data Sheet to tender. Proposals must be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.
Documents comprising the Proposal	5.3 Consultant shall submit simultaneously two sealed envelopes, One containing Bid Security and Document Purchase fees (if applicable), Second containing the Technical Proposal. The Bid Security and Technical Proposals will be opened at the date and time specified in the Bid Data Sheet.
	5.4 The original Financial Proposals for all qualifying Technical Proposals will be opened in public at a date and time specified in the Bid Data Sheet.
Technical Proposal (see Annexure B)	<p>5.5 The Technical Proposal shall contain the following:</p> <p>Section 1: Covering Letter, (Form Tech 1); followed by Written confirmation authorizing the signatory of the Proposal to commit the Consultant;</p> <p>Section 2: Experience/ Capacity of Firm to undertake tasks including Legal Status of the firm, Firm's Registrations, Service Tax and Income Tax Registration, Certificate of Financial Capability (in Form Tech 5), Audited Balance sheets with Auditors Reports for last three years,</p> <p>Section 3: Project detail sheets (PDS) outlining previous experience of the firm in similar projects for each type of category mentioned in Bid Data Sheet completed during the last Ten years (in prescribed format)</p>

	<p>(Form Tech 2); Each PDS shall be followed by its respective documentary proof.</p> <p>Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, and qualifications to ToR, including charts and diagrams;</p> <p>Section 5: CVs of personnel to work on this project (in the CV please include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known), (Form Tech 3);</p> <p>Section 6: List of proposed expert team and summary of CV (Form Tech 4);</p> <p>Section 7: Matters not appropriate in any other section. This includes:</p> <ul style="list-style-type: none"> • Empanelment's and Registration's of Consultant etc.; • Disclosure/Declaration of conflict of interest, if any. • Original Copy of the RFP purchased from the Client duly signed by Authorized Signatory as token of acceptance of all the Conditions under the RFP. • Any other relevant detail bidder may seem necessary. <p>Section 7 should not include any promotional material, brochures, etc. An authorized representative of the Consultant shall initial all pages of the Technical Proposal</p> <p>Any Technical Proposal not prepared in format above and information not provided as per Form Tech-1 to Tech-5 shall be liable to be rejected.</p>
	<p>5.6 No mention of your commercial response should be made anywhere in the Technical Proposal, unless specified in the Bid Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.</p>
Financial Proposal (see Annexure C)	<p>5.7 The Financial Proposal shall be submitted online</p>
	<p>5.8 An authorized representative of the Consultant shall initial all pages of the Financial Proposal.</p>
	<p>5.9 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.</p>
Submission instructions	<p>5.10 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.</p>
	<p>5.11 The Consultant shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms and Annexure C: Financial</p>

	Proposal Submission Forms. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
	5.12 Consultants are required to submit their Technical in hard copy and online submission and Financial Proposals in online, as specified in the Bid Data Sheet. The number of hard copies to be submitted is specified in the Bid Data Sheet.
Taxes	5.13 The Consultant may be subject to taxes (such as: fringe benefit tax, value added or sales tax, service tax, duties, etc) on amounts payable by the Client under the Contract. If the Consultant is subject to payment of any national or local taxes such amounts of taxes shall be excluded from the Financial Proposal as they will not be evaluated. The Consultant will be paid Service Tax as applicable time to time over and above fees quoted.
Proposal prices	5.14 All prices should be valid for the duration specified in the Bid Data Sheet.
	5.15 All prices quoted should be inclusive of the price structure if specified in the Bid Data Sheet.
	5.16 Prices (as Lump sum fees) quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet or Standard Contract Document.
Currency of the Proposal	5.17 Proposal prices shall be quoted in Indian Rupees as specified in Bid Data Sheet
Proposal validity	5.18 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
	5.19 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
	5.20 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultant to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.
	5.21 During the Proposal validity period, Consultant shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
Format and Signing of Proposals	5.22 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data

	Sheet, Annexure D – Terms of Reference, Annexure E – Standard Contract Documents and other accompanying documents.
	5.23 Bid Security in proper original instrument (along with the DD of document purchase fee, if applicable) shall be placed in an envelope clearly marked 'BID SECURITY'
	5.24 Original Technical Proposals along with all copies (as specified in the Bid Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL'
	5.25 deleted
	5.26 These two envelopes should be sealed separately. If the Financial Proposal is enclosed in the envelope marked 'Technical Proposal', and vice versa, or is not sealed as per Clause 5.30 , the Proposal will be rejected.
	5.27 The Technical Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. All pages of the Proposal, except for not amended printed literature, shall be signed or initialed by the person signing the Proposal.
	5.28 Any inter lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
	5.29 All bids must contain original copies of the Technical and the Financial Proposal as described in the Bid Data Sheet
<i>Sealing and marking of Proposals</i>	<p>5.30 The envelopes containing the Bid Security, and Technical Proposal shall be sealed in an outer envelope. This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with and as per the instructions in Bid Data Sheet:</p> <ul style="list-style-type: none"> i. Title of RFP; ii. RFP Number; iii. Deadline for Submission; and iv. Address of the Consultant <p>In addition, envelopes shall bear the following directions:</p> <ul style="list-style-type: none"> v. Address for submission of Proposals as specified in the Bid Data Sheet. vi. On outer envelope containing Bid Security and Technical Proposals: 'DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE'. vii. On inner envelopes containing the Bid Security and Technical proposal:, 'DO NOT OPEN BEFORE _____ (insert date and time for the opening of Technical Proposals as specified in the Bid Data Sheet)'; and viii. deleted

	5.31 If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.
<i>Deadline submission of Proposals</i>	5.32 Proposals must be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.
	5.33 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2 , in which case all rights and obligations of the Client and Consultant subject to the previous deadline shall thereafter be subject to the deadline as extended.
	5.34 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
<i>Late Proposals</i>	5.35 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Bid Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.
<i>Withdrawal Proposals</i>	5.36 A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be: <ul style="list-style-type: none"> a) submitted in accordance with Clause 5.30 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and b) Received by the Client prior to the deadline prescribed by the Client for submission of Proposals.
	5.37 Proposals that are withdrawn in accordance with Clause 5.36 shall be returned unopened to the Consultant.
	5.38 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Bid Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
6. Opening Proposals	6.1 The Client will open Technical Proposals in the presence of Consultant' representatives who choose to attend, at the address, date and time specified in the Bid Data Sheet.
<i>Opening of Technical Proposals</i>	6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned

	unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request withdrawal and is read out and recorded at the opening of Technical Proposals
	<p>6.3 All remaining envelopes holding the Bid Security shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> I. The name of the Consultant; and II. Any other details as the Client may consider appropriate. <p>Proposal whose Bid Security is not found in order and Proposal received late in accordance with Clause 5.35 shall be summarily rejected at this stage and will not be considered for opening of technical proposal.</p>
	<p>6.4 Only Technical Proposals of those consultants whose Bid Security is found in order shall be opened and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals.</p>
	<p>6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultant and indicate whether there is a withdrawal. The Consultant' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.</p>
	<p>6.6 Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 and 7.8 below shall qualify for opening of Financial Proposals.</p>
Opening of Financial Proposals	<p>6.7 The Financial Proposals of all non-qualifying Consultant will not be unopened</p>
	<p>6.8 Under QCBS, all Consultants with qualifying Technical Proposals shall be informed in writing, or through standard electronic means, of the date and place for public opening of their Financial Proposals. Consultant' attendance at the opening of Financial Proposals is optional.</p>
	<p>6.9 At the public opening of Financial Proposals, the Financial Proposals of all qualifying Technical Proposals shall be opened one at a time by the Client and the following read out and recorded:</p> <ul style="list-style-type: none"> i. the name of the Consultant; ii. Fees Quoted; and iii. Any other details the Client may consider appropriate.
	<p>6.10 Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.</p>

	6.11 The Client will prepare a record of the opening of Financial Proposals. The Consultant' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record shall be distributed to all Consultants in writing or through standard electronic means.
	6.12 All Financial Proposals shall be scrutinized for any non-conformity, and modifications, if any, shall be made in accordance with Clause 7.5 .
7. Evaluation of Proposals	7.1 Information relating to the examination, evaluation, comparison, and post qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultant or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultant.
<i>Undue influence</i>	7.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
<i>Clarification of Proposals</i>	7.3 To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5 , if required.
<i>Non-conformities, Errors and omissions</i>	7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
	7.5 The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis: <ul style="list-style-type: none"> a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in

	figures shall prevail subject to (a) and (b) above.
	7.6 If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified
Evaluation of Technical Proposals	7.7 The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid Data Sheet.
Qualification of Technical Proposals	7.8 After the technical evaluation is completed, under QCBS the Client shall notify, in writing, Consultant whose Technical Proposals receive a mark of 50% or higher, indicating the date, time, and location for opening of Financial Proposals.
Evaluation of Financial Proposals	<p>7.9 Quality and Cost Based Selection (QCBS) method is used:</p> <p>a. To allow comparison on a common basis, each Financial Proposal will be carefully scrutinized and an Estimated Total Fees (ETF) will be determined.</p> <p>The Financial Proposal with the lowest ETF will receive the maximum score of 1000 marks. The score for each other Financial Proposal will be inversely proportional to its ETF and will be computed as follows:</p> <p>$S_f = 1000 \times F_m / F$ where:</p> <p>S_f is the financial score of the Financial Proposal being evaluated,</p> <p>F_m is the ETF of the lowest priced Financial Proposal,</p> <p>F is the ETF of the Financial Proposal under consideration.</p> <p>b. Following completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined. This will be done by applying a weight of 0.80 (80%) and 0.20 (20%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant.</p>
	7.10 The highest ranked Consultant based on the cumulative technical and financial evaluation ranking will be invited for negotiations.
Conditional Bids	<p>7.11 Financial Proposals are expected to be within the budget, if specified in the Bid Data Sheet.</p> <p>Conditional Bids and Bids not in format as per Form- Fin -2 shall be liable to be rejected</p>
Client's right to accept any Proposal, and to reject any or all Proposals	7.12 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultant.
8. Award of Contract	8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant(s), in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultant of the results of the bidding.

<i>Notification</i>	8.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<i>Negotiations</i>	8.3 The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	8.4 The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3 .
	8.5 Negotiation will include both technical and financial negotiation, depending on the needs of the Client.
<i>Availability of personnel</i>	8.6 The Consultant shall confirm the availability of all personnel as indicated in its Proposal.
	8.7 The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
	8.8 Failure to meet either of these requirements may result in disqualification.
<i>Signing Contract</i>	8.9 Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract (draft attached in this RFP)
	8.10 Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.11 All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.
<i>Start date</i>	8.12 The Consultant is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

Annexure B: Technical Proposal Submission Forms

Tech 1: Covering Letter

[Location, Date]

To: *[Name and address of Client]*

Subject: - **Technical Proposal for *[Insert title of Consulting Services]***

Dear Sir / Madam

We, the undersigned, offer to provide the Consulting Services for ***[Insert title of Consulting Services]*** in accordance with your Request for Proposal dated ***[Insert Date]*** and our Proposal. We are hereby submitting our Proposal, which includes the

Technical Proposal and a Financial Proposal sealed under a separate envelope.

We hereby declare that we have read the Instructions to Consultant included in the RFP, and abide by the same, and specifically to conditions mentioned ***[In case of any declaration, reference to concerned document attached must be made]***.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature ***[In full and initials]:***

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

Note: Attach authorization letter to sign the proposal along with Tech - 1

Details of the Consultant

S N	Particulars	Details
1	Name of the Consultant	
2	Registration No. Please attach documentary evidence	
3	Date of Incorporation/ Registration	
4	Registered Address with contact, fax, email and web address	
5	GST Registration Number Please attach documentary evidence	
6	Income Tax Registration Number (PAN) Please attach documentary evidence	
7	Details of other branches (If Any)	
8	Name and Contact of Authorized Signatory (authorization letter to be attached)	

Tech 2: Project Detail Sheet (PDS)

Category: <i>[insert similar assignment category as specified under Eligibility and evaluation criteria mentioned in Bid Data Sheet]</i>	
Assignment Name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address of client:	
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff in the assignment:	

Note: In support of the information, copies of completion certificate issued by clients must be enclosed and properly referenced with page no. Project not fulfilling the criteria in particular category will not be evaluated. Documentary evidence shall follow particular PDS. Information not provided in PDS above will not be considered for evaluation.

Tech 3: Curriculum Vitae (CV) for Proposed Experts

1	Proposed Position	
2	Name of Personnel	
3	Name of the firm	
4	Date of Birth	
5	Nationality	
6	Educational Qualifications (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)	
7	Employment Record (Starting with present position, list in reverse order every employment held.)	
8	Membership of Professional Associations:	
9	Countries of Work Experience	
10	Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)	
11	Tasks assigned [List all tasks to be performed under this assignment]	
12	<p>List of projects on which the Personnel has worked (Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned in 11)</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>	
<p>Certification:</p> <p>I, the undersigned, certify that this CV correctly describes myself, my qualifications and my experience.</p> <p>Place: _____</p> <p>[Signature of staff member or authorized signatory of the Consultant]</p> <p>Full name of authorized signatory:</p> <p>Date: _____</p>		

Tech 4: Expert Team and Summary Curriculum Vitae

Sr No	Position	Name of the Proposed Expert	Qualification	No. of years of relevant Project experience	No. of similar Project experience
1	Team Leader/ Urban Planner				
2	Urban Development Expert				
3	Municipal Engineer/ infrastructure specialist				

Tech 5: Financial Capability of Consultant

Name of Consultant	Annual Turnover (from consultancy business)				
	2015-16	2016-17	2017-18	Total	Average

Certificate from the Chartered Accountant

This is to certify that _____ has received the payments shown above against the respective years on account of professional fees.

Name of the Audit Firm:

Seal of the audit firm

Date:

Signature:

Name :

Designation:

Note: Attach Audited Balance sheets with Auditors Reports for last three years as Documentary evidence in Support

Annexure C: Financial Proposal Submission Forms

Fin 1: Covering Letter

[Location, Date]

To: *[Name and address of Client]*

Subject: - **Financial Proposal for** *[Insert title of Consulting Services]*

Dear Sir

We, the undersigned, offer to provide the Consulting Services for *[Insert title of Consulting Services]* in accordance with your Request for Proposal dated *[insert date]*. We are hereby submitting our Financial Proposal,

We confirm that we accept the Conditions of Contract provided in the Request for Proposal.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal (180 Days from Proposal Due Date PDD) i.e., *[insert date]*.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

Fin 2: Financial Proposal Quote

Project Title: Consulting Services for Preparation of Town Development Scheme - Scheme No 172 at Indore.

Consulting Fees

S.N	Particulars	Financial Quote*	
		in Figures	in Words
1	Consultancy Fees for Preparation of Town Development Scheme - Scheme No 172 at Indore as Lump sum Quote (Including all Taxes but excluding GST.)	Rs _____/-	_____ _____ _____Only

Please Note:

1. Financial Proposals are to be submitted online.
2. In case Authority decides to abandon the project for any reason, the payment of the consultant shall be restricted upto the Stage the services have actually been provided by the consultant.
3. Terms of Payment will be as indicated in the RFP document.
4. The consultant is required to quote fees in Lump sum Quote .The fees quoted shall be inclusive of all taxes, but exclusive of GST.
5. The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the firms to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Firms will not be permitted to modify their proposals.
6. GST as applicable shall be payable separately.
7. Clarifications and Amendments if any to this RFP will be uploaded on website www.mpeproc.gov.in

Annexure D: Terms of reference

Selection of Consultant for Preparation of Town Development Scheme - Scheme No 172 at Indore.

1. Background

Indore Development Authority (IDA) intends to develop Town Development Scheme - Scheme No 172 on approx 130 Ha of Land. IDA intends to seek funding under Pilot on formulation of Town Planning Schemes for selected Cities. Indore is one of the 25 selected cities for the scheme. Under the scheme the Local Development Authorities may prepare Town Planning/Development Schemes for the selected cities and seek funding for the same from MoHUA, GoI.

IDA proposes to procure the services of Consultants for formulation of Town Planning/Development Schemes. The Consultants engaged by IDA will assist in all matters of the Project at various stages and carrying out the “Due diligence” on behalf of IDA as its Consultant. The entire range of activities given hereinafter is required to be carried out by the Consultant.

2. Objective

Indore Development Authority [IDA] is a Development Authority constituted under the provisions of Madhya Pradesh Town and Country Planning Act, 1973 [The MPTCP Act 1973]. The Directorate of Town and Country Planning, Madhya Pradesh has prepared and notified a statutory development plan for development of Indore namely "Indore Development Plan 2021" [IDP-2021] under the MPTCP Act 1973.

The proposals put forth in the development plan have to be implemented by the IDA in a phased manner. In order to achieve this objective, the IDA has drawn-up plans to implement town development schemes, as described in the act and for this purpose. IDA intends to select and appoint a technical consultant through this RFP for the services described in the scope of works.

The objective of the consultancy assignment is to provide consultancy services for Preparation of Town Development Scheme - Scheme No 172 on approx 130 Ha Land at Indore as per the MPTCP Act 1973 and scheme guidelines for Pilot on formulation of Town Planning Schemes for selected Cities. The Town Development Scheme is located at Nenod Village in Western Indore.

3. Duration of the Assignment

The appointment of the Consultant shall commence from the date of the execution of the Agreement and shall be terminated upon the Client making final payment of correctly invoiced fees to the Consultant.

The duration of assignment is expected to be one year from the date of execution of the Consultancy Agreement [**The Agreement**]. If IDA decides to implement any other scheme instead of Scheme no 172 or any additional scheme under this Agreement, IDA may do so with due consent from the selected consultant on mutually agreed terms and mutually agreed fees.

4. Brief Scope of Work

The roles, responsibilities and broad scope of work of the Consultant are as described hereunder. The scope of work may be extended on mutually agreed fees, terms and conditions.

In consideration of the payments to be made to the Consultant by IDA as hereinafter provided, the Consultant shall carryout and complete, to the satisfaction of IDA, planning services pertaining to the preparation of Town Development Scheme - Scheme No 172 on approx 130 Ha of Land [**The Project**] including

1. Collecting all necessary data from IDA, fixing & delineation of the scheme boundaries; superimposing the IDP- 2021, proposals and the relevant cadastral (Khasra) map on the scheme area;
2. Compilation of list of land owners along with their Khasra Numbers and area there under (Original Plots)
3. Detailed topographic survey of the scheme area (in 1:500 scale).
4. Preparing layout plans (in scale 1:500) for land in the scheme area carving out Final Plots to be given to land owners, Final Plots to be retained by IDA as Land Bank, keeping necessary provisions for roads, open spaces, public utilities, physical and social infrastructure components as laid down in the IDP-2021; the MPTCP Act, 1973, the Madhya Pradesh Bhumi Vikas Niyam, 2012 [**all three together The Statutory Provisions**], the URDPFI Guidelines 2014 and all Applicable Codes and Indian standards,
5. Area Calculations for Original Plots, Final Plots to be allotted to Land Owners, Final Plots to be retained by IDA as Land Bank and tabulation/mapping of the same.
6. Analysis of Future urban infrastructure (public utilities, physical and social infrastructure) requirements based on projected population, Identification of projects for urban infrastructure in the scheme area, block cost estimation of the urban infrastructure development and preparation of phasing plan for the same.
7. Formulation of Implementation strategies and their time lines, strategies to use Value capture finance tools, Assessment of betterment levy and special development controls for the scheme if any
8. Carrying out assessment of Benefits and Impacts of the scheme

9. Assistance to IDA in discussions/consultations with Land Owners including presentations to the Land Owners for informing them about the TDS, their final plots etc. incorporating their suggestions and objections in the Final Proposal of TDS.
10. Adhering to the scheme guidelines for Pilot on formulation of Town Planning Schemes for selected Cities.
11. Assistance to IDA in obtaining statutory approvals, if any.
12. Assisting IDA in getting funding under Pilot on formulation of Town Planning Schemes for selected Cities from MoHUA, GoI

5. Detailed Scope of Work

Detailed scope of work of the consultants have been divided in 3 stages

5.1. Preliminary Proposal Stage - 1

1. Collection of all maps, plans, area tabulations related to the subject TDS from IDA and any other data required for the Scheme Area
2. Collection of updated Cadastral (Khasra) map and Form PII of entire Khasra numbers including their Division/Sub Division (Batan) falling in the identified Scheme area.
3. Collection of updated Lay out plans approved by T&CP department within the scheme area till the given dates.
4. Preparation of Scheme Base map (*in 1:500 Scale*) based on the available Topographic survey, with superimposition of Cadastral (Khasra) Maps, IDP-2021 Land Use and Layout Plans approved by T&CP. The Base Map shall show final delineated scheme boundary, all major existing and proposed roads along with road connectivity with adjoining city areas
5. Tabulation of land area statement of the scheme as listed below.
 - a. Khasra wise area of all the khasra's falling in the scheme
 - b. Khasra wise area of the scheme whose layout's has been approved by the T&CP department till the given date. (before publication date under section 50 (2))

This shall include Khasra number/ Sub-division of Khasra, name of land owner and area of land in each land account.
6. Determining Final Scheme Boundary and Scheme Area based on validly exempted land parcels as per Statutory Provisions
7. Assisting IDA in carrying out preliminary consultation with the land owners
8. Assistance to IDA in obtaining statutory notifications if any.

Note: IDA shall provide verified copies of updated Cadastral (Khasra) map, Khasra Details and Form PII, updated Lay out plans approved by T&CP department for entire scheme area

and shall extend all co-operation and facilitation to demarcate scheme boundary on available topographic survey through land revenue officials.

Deliverables

1. ***Preliminary Report for TDS*** - *Comprising of Consultants approach and Methodology, Scheme Base Map with site delineation (in 1:500 Scale), and Scheme Area tabulation comprising khasra wise ownership and area in desired format.*

5.2. Draft Town Development Scheme Stage - 2

1. Carrying out Detailed Topographic Survey for the scheme boundary (in 1:500 scale) with contour plan, physical features, built-structures, trees, water bodies, existing roads, natural drainage, and utilities network passing through the Scheme Boundary
2. Final Tabulation of land area statement of the scheme based on preliminary consultation with land owners as listed below.
 - a. Khasra wise area of all the khasra's falling in the scheme
 - b. Khasra wise area of the scheme whose layout's has been approved by the T&CP department till the given date. (before publication date under section 50 (2))

This shall include Khasra number/ Sub-division of Khasra, name of land owner and area of land in each land account.

3. Preparation of Layout Plan (in scale 1:500) showing sector plans incorporating final plots (residential, commercial, physical and social infrastructure) both for Final Plots to be given to land owners and Final Plots to be retained by IDA, provisions for public utilities, physical and social infrastructure components as per norms and standards specified in the Statutory Provisions, the URDPFI Guidelines 2014 and all Applicable Codes and Indian standards.
4. The Layout plans shall also include proposed Scheme/Sector roads, road-widths, scheme/sector level open/green spaces & utilities, Parking Areas reservation of plot for the economically weaker sections and lower income groups, scheme/sector level commercial area[s], educational area[s], health area[s] and other public-semi public land use areas with land use analysis statement, all based on planning norms and standards specified in the Statutory provisions.
5. The Layout plan shall incorporate area statement (Area analysis based on different Land uses proposed at the Scheme and Sector level).
6. Final Tabulation of land area statement for the Final Scheme Boundary and Proposed Layout Plan based on following.
 - a. Various Land Uses proposed in the Layout Plan (both at Scheme and Sector level)

- b. Merged Original Plot and Final Plots to be given to land owners and Final Plots to be retained by IDA (both at Scheme and Sector level)
7. Analysis of Future urban infrastructure (public utilities, physical and social infrastructure) requirements based on projected population, Preparation of Urban Infrastructure plan (identification of projects and phasing plan), Scheme/sector level infrastructure proposed with block cost estimate (Stage 1 estimates, based on unit rate of development works) of each infrastructure component.
8. Formulation of Draft Implementation strategies and their time lines, draft strategies to use Value capture finance tools, draft Assessment of betterment levy, compensation if any to stakeholders
9. Draft of Specific Development Control Regulations (if any) for the TDS
10. Draft of assessment of Benefits and Impacts of the scheme
11. Incorporation of all/any revisions proposed as a result of discussions or appraisals or scrutiny of the proposals submitted at the Draft Town Development Stage and submission of 'Draft Town Development Scheme' for approval.
12. Assistance to IDA in discussions/consultations with Land Owners including presentations to the Land Owners for informing them about the TDS, their final plots etc. incorporating their suggestions and objections in the Final Proposal of TDS.
13. Assistance to IDA in obtaining statutory approvals, if any.
14. Assistance to IDA and Committee constituted by the IDA under section 50[5] of the MPTCP Act, 1973 with/wherever Technical inputs are required by the IDA or the said Committee.

Deliverables

2. ***Draft Town Development Scheme*** in desired Format as per Statutory provisions comprising *Layout Plan of Plots (in 1:500 scale) with area under final plots, area reserved for roads, open spaces, physical and social infrastructure, infrastructure plan, Block Costing of infrastructure development and projects, Tabulation of Land Area statements for both Original Plots and Final Plots to be given to land owners, and other outputs mentioned in the 5.2 hereinabove*

5.3. Final Town Development Scheme Stage - 3

After incorporating all decisions of the committee constituted under section 50(5) of the MPTCP Act, 1973 on the objections/suggestions of land owners in public consultation, the consultant shall submit:

1. Final [proposed] Layout plans (n 1:500 scale) showing sector plans incorporating final plots (residential, commercial, physical and social infrastructure) both for Final Plots to be allotted to land owners and Final Plots to be retained by IDA, provisions for public utilities, physical and social infrastructure components,

proposed Scheme/Sector roads, road-widths, scheme/sector level open/green spaces & utilities, Parking Areas, reservation of plot for the economically weaker sections and lower income groups, scheme/sector level commercial area[s], educational area[s], health area[s] and other public-semi public land use areas with land use analysis statement as per norms and standards specified in the Statutory Provisions, the URDPFI Guidelines 2014 and all Applicable Codes and Indian standards.

2. Final Tabulation of land area statement for the Final Scheme Boundary and Proposed Layout Plan based on following.
 - a. Various Land Uses proposed in the Layout Plan (both at Scheme and Sector level)
 - b. Merged Original Plot and Final Plots to be given to land owners and Final Plots to be retained by IDA (both at Scheme and Sector level)
3. Final [proposed] Urban Infrastructure plan (identification of projects and phasing plan), Scheme/sector level infrastructure proposed with block cost estimate (Stage 1 estimates, based on unit rate of development works) of each infrastructure component.
4. Final Implementation strategies and their time lines, strategies to use Value capture finance tools, Assessment of betterment levy, compensation if any to stakeholders, Specific Development Control Regulations (if any) for the TDS, assessment of Benefits and Impacts of the scheme
5. Assistance to IDA in obtaining statutory approvals, if any.
6. Assisting IDA in getting funding under Pilot on formulation of Town Planning Schemes for selected Cities from MoHUA, GoI

Deliverables

3. ***Final Town Development Scheme*** in desired Format as per Statutory provisions comprising *Final Layout Plan of Plots (in 1:500 scale) with area under final plots, area reserved for roads, open spaces, physical and social infrastructure, infrastructure plan, block Costing of infrastructure development and projects, Tabulation of Land Area statements for both Original Plots and Final Plots to be given to land owners, and other outputs mentioned in the 5.3 hereinabove*

6. Deliverables, Milestones, Timelines and Payments

6.1. Deliverables and Milestones

Based on the above mentioned scope of work, the key deliverables and milestones for the Project, expected from the Consultant shall be:-

1. Submission of Preliminary Report
2. Submission of Draft Town Development Scheme

3. Submission of Final Town Development Scheme

The Consultant shall submit the deliverables as mentioned above in two copies (one original + one copy) as per the timelines mentioned herein.

6.2. Time lines and Payments

The total duration of each Project shall be 1 (One) Years. IDA may provide multiple extensions to the Consultant based on time required for administrative/statutory procedures in finalizing the TDS, reports and documents.

The Consultants Lump sum Fees shall be paid as per following Deliverables/Milestones

Deliverables/Milestones, Timelines and Payments to the Consultant

Sr. No	Deliverables/ Milestones	Timelines	Payments
1	Submission of Preliminary Proposal	T* + 2 Months	20%
2	Submission of Draft Town Development Scheme	T + 8 Months	40%
3	Submission of Final Town Development Scheme	2 Months from conclusion of hearing	40%

Note:

- i. **T is the day of Signing of Consultancy Agreement*
- ii. *Basis for payment for stages will be on Lump sum Fees quoted by the consultant*
- iii. *All these timelines are excluding the time required for notification if any or compliance of any statutory requirements and /or the approval process.*
- iv. *Scope of Work or the Timeline given for performance of services may be increased, reduced or altered by the IDA. Any revised scope of work or for any additional/repetitive services for which rates of fees are not available shall be paid on mutually agreed terms and conditions.*
- v. *The payment will be released within 15 days from receipt of invoice from the Consultant subject to terms and conditions mentioned earlier in this contract.*
- vi. *Consultants shall be paid additionally as per actual bills for Travel, stay and contingencies for carrying out visits to locations other than Indore for attending meetings, presentations related to the Project, which shall not be more than Travel, stay and contingencies allowances extended to the class 1 officer of IDA.*

7. Team composition & qualification requirements for the Key Personnel

The Consultant while drawing its knowledge and professional resources from the core strength of the organization shall however provide the services of the Consultant through a Technical team located at Indore. The Consultant has to set up an office in Indore and must deploy at least five key personnel mentioned below at Indore for the entire duration of Agreement.

The Consultant shall deploy a multi-disciplinary Project Team for this assignment, consisting of the following key personnel:

SN	Experts Title	Qualifications & Skills	Experience
1	Team Leader/ Urban Planner	<ul style="list-style-type: none"> • Masters degree in urban planning or equivalent • Fluent in English and good communication skills in Hindi • Sound knowledge of urban development issues • Experience of working in MP will be of advantage 	Post qualification Experience of more than 12 yrs as urban planner and experience of project management of similar projects of at least 5 years
2	Urban Development Expert	<ul style="list-style-type: none"> • Masters degree in urban planning or equivalent • Fluent in English and Hindi • Sound knowledge of urban development issues 	Post qualification experience of at least 6 years in working on Urban planning projects
3	Municipal Engineer/ infrastructure specialist	<ul style="list-style-type: none"> • Degree in Civil Engineering • Fluent in English and communication skills in Hindi • Sound knowledge of municipal services network, design norms 	At least 6 years experience in municipal engineering particularly in water and drainage sector
4	Urban Planning Support Staff	<ul style="list-style-type: none"> • Masters degree in urban planning or equivalent • Fluent in English and Hindi 	At least 3 years experience in Urban planning projects
5	Engineering Support Staff	<ul style="list-style-type: none"> • Degree in Civil Engineering • Fluent in English and communication skills in Hindi 	At least 3 years experience in municipal engineering particularly in water and drainage sector

Note:

- i. *The Key Personnel's Team should be deployed intermittently as per the requirements of the Project.*
- ii. *CVs for SR NO 1, 2 & 3 shall only be considered the evaluation purpose and these CVs shall be submitted with Technical Proposal. Only One CV is to be submitted against each position. The CVs for SR NO 4 & 5 are not required to be submitted along with the Technical proposal and shall be submitted after signing of agreement*
- iii. *Apart from the Key Personnel mentioned above, the consultant should intermittently deploy required support staff as may be required for successful delivery of consultancy services.*

8. Reporting Structure

The consultant shall report to Chief Executive Officer, IDA or a Nodal Officer appointed by the Chief Executive Officer.

9. Facilitation by IDA

IDA shall provide following facilitation to the Consultant

1. Appoint a Project Nodal Officer for day to day co-ordination during the entire period of assignment
2. Provide verified copies of updated Cadastral (Khasra) map along with the Khasra Details and Form PII in Soft and hard Copies..
3. Provide updated Lay out plans approved by T&CP department for entire scheme area in Soft and hard Copies.
4. Provide available Topographic Survey, and Latest Scheme Layout Plans available in Soft and hard Copies..
5. Extend all co-operation and facilitation to demarcate scheme boundary on available topographic survey through land revenue officials.
6. Provide all available Data such as reports, maps and other documents related to The Town Development Scheme in Soft and hard Copies. IDA shall assist and facilitate consultant to procure the Data such as reports, maps and other documents related to TDS in Soft and hard Copies from various govt departments and agencies
7. Extend all co-operation and facilitation to meetings with various govt departments land owners

Annexure E: Standard Contract Document

Section 1: Form of Contract

CONTRACT FOR: *[Insert Title of Consulting Services]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made BETWEEN: *[insert Client]* (hereinafter referred to as ‘the Client’)

AND: *[name of Consultant]* (hereinafter referred to as ‘the Consultant’) *[Please insert the name of the Consultant’s representative and communication address of the Consultant]*

WHEREAS:

- A. Indore Development Authority on behalf of the Chief Executive Officer, Indore Development Authority (**‘the Client’**) requires the Consultant to provide the services as defined in Section 4 (**‘the Services’**); and
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Payment

Section 6: Performance Guarantee

Annexes: Detailed at Special Conditions of Contract, **Clause 2**.

This Contract constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within **30 days** of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Consultant shall start the Services on *[insert start date]* (**‘the Start Date’**) and shall complete them by *[insert end date or period]* (**‘the End Date/the Contract Period’**) unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Consultancy Fees

Payments under this Contract shall be *[insert % of Project Cost in numbers and words]* for the consultancy services, which is inclusive of all applicable government taxes – national and state, as applicable, but exclusive of prevailing Goods Service Tax as applicable, which will be paid extra (**‘the Consultancy Fees’**). The Consultants shall be paid additionally as per actual bills for travel, stay and contingencies for carrying out visits to locations other than Indore for attending meetings, presentations related to the Project.

5. Time of the Essence

Time shall be of the essence as regards the fulfillment by the Consultant of its obligations under this Contract.

For and on behalf of Client

Signature:

Name:

Date:

For and on behalf of Consultant

Signature:

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Section 2: General Conditions of Contract

Definitions and Interpretation

1. Definitions

- ‘the Consultant’ means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- ‘the Consultant’s Representative’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- ‘the Consultant’s Personnel’ means any person instructed pursuant to this Contract to undertake any of the Consultant’s obligations under this Contract, including the Consultant’s employees, agents and sub-consultants.
- ‘Sub-consultant’ means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Consultant.
- ‘the Client’s Representative’ means any person appointed by the Client to act on the Client’s behalf with regard to procurement and/or management of this Contract.
- ‘the Consultancy Fees’ refers to the amount specified in Section 1 and is the amount payable to the consultant by the Client under this Contract.
- ‘the Services’ means the services set out in the Terms of Reference (**Section 4**).
- ‘the Project Nodal Officer’ means the person named in **Section 3** who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- ‘the Contract Officer’ means the person named in **Section 3** who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- ‘Contract Documents’ means the documents listed in the Contract Agreement, including any amendments thereto.
- ‘Contract Price’ means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- ‘Contract’ means the Contract Agreement entered into between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- ‘GCC’ means General Conditions of the Contract.
- ‘SCC’ means the Special Conditions of Contract.
- ‘Change in Control’ means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- ‘Control’ means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

2. Interpretation

- 2.1 In the event of any inconsistency between the Form of Contract (**Section 1**), these General Conditions (**Section 2**) and the Special Conditions (**Section 3**), the Special Conditions shall prevail.
- 2.2 Except as expressly provided in **Clause 3** the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant's Personnel.
- 2.4 All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in **Section 3**.

Obligations of the Consultant

3. Obligations

- 3.1 The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Personnel

- 4.1 All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2 No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in **Section 4** of this Contract without prior written consent of the Client.
- 4.3 Replacement of personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client.
- 4.4 If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.5 The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

5. Sub-Consultants

- 5.1 The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

6. Disclosure of Information

- 6.1 The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

7. Intellectual Property Rights

7.1 All the reports prepared under the assignment are subject to intellectual property rights.+

8. Confidentiality

8.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a) Information that is already known to third parties without breach of this Contract; and
- b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9. Access

9.1 The Client will have access to the data collected by the Consultant if required

10. Corruption, Commission and Discounts

10.1 The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:

- a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

10.2 Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

11. Indemnity

11.1 Except where arising from the negligence of the Client or Client's employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Consultant or the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

Price and Payment

12. Applicable Provisions and Consultancy Fees

- 12.1 Unless different provisions are substituted in **Section 3, Clauses 1 to 9** inclusive shall apply in relation to price and payment.
- 12.2 The Consultancy Fees are payable as per the **Schedule of Payment, Section 5.**

13. Consultancy Fees

- 13.1 The Constancy fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs except those otherwise specifically provided for in this Contract.

14. Invoicing Instructions

- 14.1 Invoices should be submitted against agreed milestones or as specified at **Section 5, Schedule of Payments** in duplicate and in accordance with the remainder of **Clause 15.**
- 14.2 The Client shall unless otherwise expressly provided in **Section 3** make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 14.3 Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in **Section 3.** The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

15. Payments

- 15.1 Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 15 days of receipt of a valid invoice.
- 15.2 If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without client's approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

16. Taxes and Duties

- 16.1 The Consultant shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India. Consultants will be paid Service Tax over and above the Fees at the prevailing service Tax rates applicable.
- 16.2 If any tax exemptions, reductions, allowances or privileges are available to the Consultant in India, the Client shall use its best efforts to enable the Consultant to benefit from any such tax savings to the maximum allowable extent.

Force Majeure and Termination

17. Force Majeure

- 17.1 Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of

the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

17.2 From the date of receipt of notice given in accordance with **Clause 17.1**, the Client may, at its sole discretion, either suspend this Contract for up to a period of **6 months** ('the Suspension Period') or terminate this Contract forthwith.

17.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

18. Suspension or Termination with Default of the Consultant

18.1 The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.

18.2 Where this Contract is suspended under **Clause 18.1** and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.

18.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:

- a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
- b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of **Clause 10** of this Contract; or
- c) the Consultant is an individual or a partnership and at any time:
 - (i) becomes bankrupt; or
 - (ii) is the subject of a receiving order or administration order; or
- d) the Consultant is a company and:
 - (i) an order is made or a resolution is passed for the winding up of the Consultant; or
 - (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
- e) the Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.

18.4 Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

General Provisions

19. Variations

- 19.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No.'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4. In case of amendments in terms of reference the fees for the additional tasks if any shall be decided in mutual agreement

20. Assignment

- 20.1 The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

21. Law and Jurisdiction

- 21.1 This Contract shall be governed by the laws of Republic of India.

22. Amicable Settlement

- 22.1 This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to the Arbitration Tribunal as per the ARBITRATION AND CONCILIATION ACT, 1996.

Section 3: Special Conditions

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. Officials

1.1 The Contract Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.2 The Project Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.3 The Consultant's Representative is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

2. Additional documents to be included in this Contract

The following documents are included in and form part of the Contract: Annex X. Minutes of the meeting between the Client and the Consultant dated xx 215 [If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]

3. Payment Structure

The payment schedule is contained at Section 5 on Schedule of Payments [*Any changes should be advised to the Consultant during negotiations.*]

4. Marking And Documentation

i) The marking and documentation shall be: [*insert in detail the markings on the packing and all documentation required; sample below*]

Title of Consulting Services

Details of Project Officer as in 1.2 of SCC

Standard International Norms for Marking

5. Arbitration/Dispute Resolution

The place of arbitration/Dispute Resolution shall be Indore.

Section 4: Terms of Reference

Terms of Reference as per Annexure D of RFP

Section 5: Schedule of Payment

Payment schedule as per Annexure D of RFP

Section 6: Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[Chief Executive Officer, Indore Development Authority, Indore]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]* we have been informed that *[insert complete name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[Insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Equipment and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*², and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. *[signatures of authorized representatives of the bank and the Contractor]*

¹ The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

² Dates established in accordance with the General Conditions of Contract ("GCC").