

INDORE DEVELOPMENT AUTHORITY

7, RACE COURSE ROAD , INDORE



Request For Proposal (RFP)
Selection Of Consultant for providing
Architectural consultancy services
For Residential Building for Senior Citizens
In Scheme No. 134 Sector "F" Indore

Issued By

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: idaindore7@yahoo.in](mailto:idaindore7@yahoo.in)

INDORE DEVELOPMENT AUTHORITY **ida**

7, Race Course Road,

Indore (M.P.) Pin – 452003

Email: ida@idaindore.org

Phone : 0731-2533355, 2545339

No. : IDA/ETENDER/2019-20/207

Date : 03-09-2019

TENDER ID 2019_DTCP_49006_1 (1st Call)

NOTICE INVITING TENDER

Online tenders are invited on percentage basis from reputed consultant for Architecural consultancy services For Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore.

Tender documents can be purchased from website

<https://www.mptenders.gov.in> Help manual can be seen on the portal of e-procurement system.

S. No.	Name of work	Proposed Cost of Project (Rs.)	Earnest Money (Rs.)	Cost of tender form + GST (Rs.)	Time allowed for completion including/ excluding rainy season	Eligibility criteria	Last date & Time of Purchase and SubmitTender	Remarks
01	REQUEST FOR PROPOSAL RFP FOR SELECTION OF CONSULTANT FOR PROVIDING ARCHITECTURAL CONSULTANCY SERVICES FOR RESIDENTIAL BUILDING FOR SENIOR CITIZENS IN SCHEME NO. 134 SECTOR F INDORE	7.00 Crore	50000/-	2360/-	As specified in RFP documents	As specified in RFP documents	23-09-2019 upto 17:30 Hrs	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.

(R.K.Singh)

Chief City Planner

Indore Development Authority,

Mob :- 97550-99388

Indore Development Authority

7, Race Course Road , Indore

RFP Document

Selection Of Consultant For Providing Architectural Consultancy Services for Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore.

Indore Development Authority invites Request For Proposal (RFP) from eligible Consultant for Providing Architectural Consultancy Services For Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore.

The proposals duly completed as per prescribed format, shall be submitted in sealed envelope Superscribing Application for Providing Consultancy Services for Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore.

Consultant May Submit Their Proposal on or before the date of submission mentioned in the schedule of tender at the following address:

Tentative cost of project is Rs 7.00 Crore

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.mptenders.gov.in

TENDER TIME SCHEDULE

S.N.	IDA Stage	Contractor Stage	Key Dates & time
1	2	3	4
1	Tender Preparation and release of NIT	-	03-09-2019 10:30
2	-	Purchase of tender Start Date & Time	03-09-2019 18:35 Hrs
3	-	Tender Purchase Online End Date & Time	23-09-2019 17:30 Hrs
4	-	Submit Bid Online End Date & Time	23-09-2019 17:30 Hrs
5	-	Bid submission (Manually submission as per note below)	01-10-2019 17:30
6	Opening of EMD, Cost of tender document and Technical Bid.	-	01-10-2019 17:35
7	Financial/price Bid open date and time	-	Will be declared later.

Note : Scanned copy of portal receipt of online payment of Tender form fees and EMD along with technical and relevant documents should reach to ACCOUNTS OFFICER, INDORE DEVELOPMENT AUTHORITY, 7 RACE COURSE ROAD, INDORE M.P. by 01-10-2019 upto 17:30 hrs through Speed Post / Regd. Post A.D. / Private Courier Services. Authority will not be responsible for any Postal/Courier Service delays.

Data Sheet

1	The description of the project	Selection of Consultant for Providing Architectural Consultancy Services for Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore.
2	Name of the Authority:	Indore Development Authority, Indore,
3	Method of Selection:	Quality And Cost Base Selection (QCBS)
4	Joint Ventures or Consortia are permissible:	No
5	Financial proposal to be submitted along with the Technical Proposal:	No
6	Bid validity period	Proposal should remain valid for 120 days from the proposal due date
7	The Consultant must submit the original and one copy of the technical proposal. (Hard bound)	Yes
8	The Bidder must submit the technical proposal in	Two copies

9	Bid Security	<p>The amount of bid Security is Rs. 50000/- (Rupees Fifty Thousand Only) which is to be deposited online through Debit Card / Credit Card / Net Banking or system generated challan.</p> <p>The Bid Security shall be returned as per the norms of the M.P. Govt. website.</p> <p>Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.</p> <p>the successful bidder will have to submit FDR of EMD in IDA Office before execution of agreement.</p>
10	Performance security :-	<p>Performance security :- The Bidder shall have to produce a performance security in the form of bank guarantee/ FDR by any nationalized/ scheduled bank in india . The above performance security can be liquidated by the authority i.e. Indore Development Authority Indore stating that the amount claim is due by way of loss or damage cost to or suffered the authority by reason of any breach by said Bidder of any of the terms or conditions contained in the agreement or by reason of the Bidder failure to perform their duty.</p> <p>The decision of Chief Executive Officer Indore Development Authority Indore shall be final and binding in this regards.</p> <ol style="list-style-type: none"> I. The performance security in the form of bank guarantee/ FDR by any nationalized/ scheduled bank in india shall be equivalent to 5% of the total fees to be paid to the Bidder by the Authority. at the time of Aggrement. II. 5% Security Deposit will be deducted from each running bill of the consultant. III. The Performance security and 5% Security Deposit equivalent to consultancy fee architectural and allied services will be refunded after successful completion of project.
11	Period of project :	24 Months

12	EXTENSION OF TIME:	<p>If the consultant shall desire extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge within thirty days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Engineer-in-Charge if in his opinion (which shall be final) reasonable grounds, be shown therefore, authorize such extension for a period not exceeding three months. Any further extension of the time shall be subject to the previous sanction of the Chief Engineer provided always when the Engineer-in-Charge has recommended grant of extension of time/permitted the contractor to carry out work reserving right of the Pradhikari to recover liquidated damages (as provided in agreement) the running bills shall continue to be paid to the contractor. Provided that if any extension applied for is proposed to be refused, the competent authority shall give the consultant an opportunity to be heard before taking final decision.</p>
11	Authority Representative/ Point of contact for any queries related to the RFP	<p style="text-align: center;">R.K.Singh Chief City Planner Indore Development Authority 7, Race Course Road, Indore - 452 001 Tele-fax: 0731-2430553 Email: idaindore7@yahoo.in rksinghtcp@gmail.com</p>

EXPLANATORY NOTE OF THE AUTHORITY AND REQUIREMENTS.

IDA has developed Scheme NO 134 on 55.00 HECT. of land on M.R.10, which Connects Vijay Nagar to Bypass. IDA Intends to Construct 1BHK and 2BHK Flats for Senior Citizens on Plot No 11 measuring 1958.00 Sqmt. in Scheme NO 134. The Proposed Building will have special Facilities and Amenities for Senior Citizens like :-

1. Common Dining And Mess
2. Emergency Helo Desk
3. Common Facility Area
4. Psysiotherapy Centre
5. Transport/Ambulance Centre
6. Senior Citizens Aid Related Services Centre
7. Activity Management Centre

The proposed building will have commercial and parking facilities on ground floor. The building will also have 24 hours security system for residents. The site plan of the plot is as per **ANNEXURE -'10'**

The Estimated cost of the proposed project is 7.0 crore approx.

INFORMATION OF GENERAL NATURE

Indore is the largest city of the Indian state of Madhya Pradesh. It serves the headquarters of both Indore District and Indore Division. A central power city, Indore exerts a significant impact upon commerce, finance, media, art, fashion, research, technology, education, and entertainment and has been described as the commercial capital of the state.

Located on the southern edge of Malwa Plateau, the city is located 190 km west of the state capital of Bhopal. With a Census-estimated 2011 population of 1,960,631[3] distributed over a land area of just (526 km²), Indore is the most densely populated major city in the central province. The Indore Metropolitan Area's population is the state's largest, with 2.2 million people living there. It is the 14th largest city in India.

Indore's financial district, anchored by central Indore, functions as the financial capital of the Madhya Pradesh and is home to the Madhya Pradesh Stock Exchange, India's third oldest stock exchange. Indore's real estate market is among the most expensive in the state. Numerous colleges and universities are located in Indore, including IIM Indore and IIT Indore.

Climatic Data

Summer.

Summers in Indore last from April to June. During these months, daytime temperature normally remains around 35°C to 40°C and the days are very hot and sultry. The mercury level may sometimes reach unbearable heights, with the maximum summer mid-day temperature soaring to 45°C. However, because of its location in the southern edge of the Malwa plateau, Indore experiences a cool evening breeze called 'Shab-e-Malwa, which makes the summer nights very pleasant and bracing.

Winter.

The large seasonal variations that are associated with the Malwa region are also noticed during winters in Indore. The winter season generally begins in the month of November and stretches on till the month of February. In the course of this season, the temperature generally hovers around 10°C. During the peak winter months, the temperature can be spine-chilling during the night and may drop down to as low as 2°C to 3°C. The minimum temperature ever recorded in Indore is 1.5°C.

Monsoon.

During the months of July, August and September, Indore experiences south-western monsoon rains. Rainfall may happen in the form of mild drizzle or heavy torrents. Monsoons are moderate, with the average rainfall remaining somewhere around 760 - 890 mm (30-35 inches). Nonetheless, the beauty of the place can be best experienced in the post-monsoon season and during the winters. The best time to visit Indore is anytime between the months of October and March.

Disclaimer

1. The information contained in this Expression of Request For Proposal (**RFP**) or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of **Indore Development Authority** (herein after referred to as IDA / The Client) or any of their employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement or an offer by the Client to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Client and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
5. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The Client and its employees/advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

7. The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
8. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
9. The issue of this RFP does not imply that the Client is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy Work and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

Part - 1

Pre-Qualification in General

1. 0 Information to Applicants

The documents can be downloaded from website at www.mptenders.gov.in

1.1 Application shall be submitted in sealed envelope super scribing “**Application for Consultant**” 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**

1.1 Email: rksinghtcp@gmail.com. The application shall be submitted only as per the enclosed format(s) along with all the Annexure.Documentary proof(s) in respect of the details furnished in the application form shall be submitted along with the application.

1.2 The intending applicants shall also submit the list of such projects where due to any disputes, litigation/arbitration was invoked and / or the consultancy services were abandoned/suspended by the Client. Suppression of any information in this regard may lead to cancellation of the Firm/Consultant(s)/Consultant(s) concerned, if such information comes to the notice of IDA, Indore.

1.3 Incomplete applications will be summarily rejected.

1.4 IDA, Indore reserves the right to reject any or all applications without assigning any reason thereof.

2.0 Instructions to Applicants

2.1 General

- a) All information requested for in the enclosed forms should be furnished against the respective columns in the format. Applicants are cautioned that non-submission of complete information as per the required formats or making any change in the prescribed forms may result in the application being summarily rejected.
- b) **The application shall be type written or in block letters . The applicant's name, signature and stamp shall appear on each page of the application form.**
- c) Copies of the References, information, work orders and completion certificates from the respective clients certifying the suitability, technical know-how, experience or capability of the applicant shall be submitted by the applicant, which could be verified by IDA Indore, when required.
- d) The applicants are advised to attach any additional information which he thinks fit and necessary in regard to proving his capabilities. No further information will be entertained after submission of the application unless it is called for by the IDA, Indore.
- e) The application must be in proper & in sequence as per RFP.
- f) The cost incurred by the applicants in preparation & submission of this application, providing clarifications or attending discussions shall be borne by the applicant and IDA, Indore in no case will be responsible or liable for these costs regardless of the outcome of the process.
- g) Certificate to be submitted should be issued by Employer to the Consultant giving following information of the project(s) assigned to them (for each project)**

- I. Project assigned to individual/firm/company in its sole capacity.
- II. Total fees agreed by the employer for the project.
- III. Cost of project.
- IV. Physical completion status of the project (in percentage).
- V. Cost of project completed till the date of bidding.
- VI. Fees paid to the consultant for the above project.
- VII. TDS certificates issued by the employer to the consultant for the above project.
- VIII. Photographs showing the current status of project.
- IX. Location plan of the project.

3. PREPARATION OF PROPOSAL

Preparation and submission shall be in two envelopes as below.

- i. Envelope No. 1 – Bid Security and Documents in proof of eligibility and RFP document (PF,GST,PAN, Registration, Affidavit)
- ii. Envelope No. 2 – Technical Proposal
- iii. Financial Proposal (To be submitted Online).
- iv. Documents may be attached in support of information against respective format. The bidder shall fill the required information in the required formats prepared as per the sample formats.
- v. The hard bound bid document shall be submitted by Registered post/Speed Post/private courier at the office of the Indore Development Authority, 7, Race Course Road, Indore – 452003, on or before **01-10-2019** up to 17:30 hrs. Indore Development Authority will not be responsible for any postal delay or loss of the document.

3.1 DOCUMENTS IN PROOF OF ELIGIBILITY

The bidder's eligibility proposal must include the following information but not limited to the formats attached.

3.1.1 Following documents must be furnished in proof of eligibility:

- i. Bidder's relevant experience as given in the eligibility criteria.
- ii. Financial Statement
- iii. Work in hand
- iv. Bid Security

3.1.2 The experience certificates in support of completed project or for the project in hand is required to be submitted and should be certified by Principal Employer (by the officer not less than executive engineer or director in case of private sector). Certificate should indicate clearly the Bidders experience in related field as per the requirement of the work. Scope of services rendered by the Bidder should be clearly indicated in the certificate issued. The certificate of the Principal Employer should also indicate against each work, the value of work, period assigned for completion, when completed and main reasons for delay if any in completion of the work. A brief note as to what action was taken by the consultant to curb the delay in completion of the project.

3.1.3 The minimum essential requirement in respect of qualification in eligibility proposal has been indicated in the tender document. If the consultants do not fit in the eligibility criteria, evaluation of his technical and financial proposal will not be carried out.

3.1.4 Bid Security

3.1.4.1 The bid shall be accompanied by bid security of Rs. 50000/- (Rupees Fifty Thousand) Online only (As per Data Sheet).

3.1.4.2 Any bid not accompanied by the Bid Security will be rejected.

3.1.4.3 In the event of his bid being accepted subject to provisions of the sub clause, the said amount if so requested by the bidder be appropriated towards the amount of Performance Security payable by him under the conditions of contract.

3.1.4.4 If, after submitting the bid, the bidder withdraws his offer or modifies the same or if after acceptance of his bid, fails or neglects to furnish the performance security, without prejudice to any rights and powers of the IDA here under or law, the IDA shall be entitled to forfeit the full amount of Bid Security deposited by the bidder and may refrain the bidder to take part in any bid of the IDA in future for a period of 3 years.

3.1.4.5 In the event of bid being not accepted, the amount of Bid Security deposited by the bidder shall unless it is prior thereto to forfeit under provision of sub clause above, be refunded to him on passing of receipt thereto without any interest.

3.2 TECHNICAL PROPOSAL

3.2.1 The technical proposal must not include any financial information.

3.2.2 IDA will carry out the evaluation by applying working system. Each responsive proposal will be attributed technical score.

3.2.3 The minimum essential requirement in respect of qualification in technical proposal has been indicated in the Data Sheet, if the consultant does not fit in the criteria, evaluation of his financial proposal will not be done.

3.3 FINANCIAL PROPOSAL

3.3.1 The financial proposal should be submitted online and should include the costs associated with assignment. These shall normally cover: remuneration for staff (local in the field office etc.), accommodation, transportation, equipment, printing of documents, surveys etc. bidder's financial proposal should clearly indicate the fee amount in numbers and words. Conditional offer shall be considered non responsive and is liable to be rejected. The Consultants shall be paid fees on percentage of the project cost as quoted as mentioned in the contract.

3.3.2 Taxes :- The financial proposal shall take into account all type of the tax liabilities but excluding GST. GST will be reimbursed by IDA, at the prevailing rate.

3.3.3 The payments shall be made in Indian Rupees only, by the Indore Development Authority on presentation of bills after due verification

4.0 Amendments to Documents

At any time before the submission of Proposals, Indore Development Authority , Indore may for any reason modify the documents by amendment. Any amendment shall be issued in writing through Amendment/Addenda. Amendment / Addenda will be uploaded only on www.mptenders.gov.in website and will be binding on intending parties. Indore Development Authority Indore may at its discretion extend the deadline for the submission of Proposals.

4.1 Definitions

In the document, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) "**Employer** means respective office of Indore Development Authority Indore. within its jurisdiction, and include the employer's representatives or successors, but not without the consent of the Contractor any assignee of the Employer.
- b) "**Applicant**" means proprietary firm, Partnership firm, Private Limited Company, Limited Company whose application has been received by the employer and includes the applicant's personal representatives, successors and permitted assigns.

4.2 Method of Applying

- a) If the application is made by a proprietary firm, it shall be signed by the Proprietor above his full typewritten name and full name of his firm with the current address.
- b) If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding Power of Attorney for signing the application, in which case a certified copy of Partnership Deed shall accompany the application.
- c) If the application is made by a Limited Company, it shall be signed by a duly authorized person holding the Power of Attorney for signing the application.

4.30 Final Decision Making Authority

- a) The Employer reserves the right to reject or accept any one or all applications and to annul the process and reject all the applications at any time without assigning any reason(s) thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for the Employer's action.

- b) Earnest Money Deposit (EMD) of only unselected bidder will be refunded after selection process is over.

- c) EMD for successful bidders shall be released after satisfactory completion of the work. If work is not completed in time period, Earnest Money Deposit (EMD) may be partially / fully forfeited as decided by Authority.

- d) Successful bidder will have to make agreement with Authority within 15 days of receipt of communication of acceptance of tender. Failing which earnest money amount shall be forfeited and acceptance will be treated as cancelled.

5.0 Eligibility Criteria

5.1 Bidder should be a well-established consultant having at least 07 years' experience in the field of providing consultancy services for planning of Buildings (Residential/Administrative/ Institutional / Office Buildings, etc) in India for a Government/ Semi Government/ Autonomus body.

5.2 The bidder should have provided Architectural& structural consultancy services for at least One completed Project costing 10 crore or two completed projects costing 06 crore each of (Residential// Administrative/Institutional Buildings/ Office Buildings) in India for a Government/ Semi Government/ Autonomus body.

(certificate from principal employer must be enclosed with the application form.)

5.30 Bidder should have an annual average turnover of at least Rs. 50.0 lakh. during the last three financial years.(Note: For the purpose of calculating the turnover, fee received towards consultancy services provided by the bidder shall only be considered.)

6.0 Evaluation Criteria

- a) Bidder should satisfy the qualifying criteria on their own merits and not as a sum total of their sub-agencies. Joint Ventures / Consortium / MOU shall not be entertained in any category.
- b) The technical proposal should score at least 60%of marks to be considered responsive for financial evaluation.
- c)The weightage given to technical proposal is 80%.
- d) The weightage given to financial proposal is 20%.
- e) The Evaluation of Technical Proposal will be taken up only if the applicant meets the minimum Eligibility Criteria as mentioned in this document.
- f)The applications will be examined by a Committee Constituted By Indore Development Authority Indore during examination Committee may ask for clarifications/ additional information from the Applicants which must be furnished to the Committee within the Specified time. The applicants shall be evaluated based on the following parameters.

The Bidders will be awarded marks for each of the parameter on the following Criteria:

s.no.	Parameters	Marks
1.	Capability Statement	
	Years of Existence (Maximum marks shall be restricted to 10)	
	Experience of 07 years	5
	Experience of more than 07 years will be assigned 1 mark for every 1 year or part thereof of additional experience limited to 5 marks	5
2.	Firm's Experience	
	In Providing Architectural& structural Consultancy Services for completed Project for (Residential/Administrative/Institutional / Office Buildings) projects in India, in the last 5 years preceding the NIT due date, for in India for a Government/ Semi Government/ Autonomus.	
	b. Single Project Costing Above 10 Crore. OR two completed projects costing 06 crore each	5
	c . Single Project Costing Above 20 Crore.	5
	d . Single Project Costing Above 40 Crore.	5
	e . Single Project Costing Above 60 Crore.	5
	Note : Experience of consultancy services should be for building project having min. (G+5) floors.	
3.	Firm's Financial Capacity & other	
	a) Minimum Annual Financial Turnover up to 50.0 LAC	5
	b) Annual Financial Turnover Above 50.0 LAC	5
4.	concept plan	40
	Total Marks	80

Note:- Concept plan is to be submitted in not more than 03 Nos A-3 size sheets

7- EVALUATION OF FINANCIAL PROPOSAL

The final selection shall be based on QCBS i.e Quality and Cost based Selection. The cost indicated in the Financial Bid in percentage of cost project shall be inclusive of all taxes, duties, levies but excluding GST under the applicable law. The lowest Financial Bid (FM) will be given a Financial score (SF) of 100 points. The Financial scores (SF) of the other Financial Bids will be determined using the following formula.

$$\mathbf{Sf = 100 \times Fm/F;}$$

In which Sf is the financial score, Fm is the lowest Financial Bid, and F is the Financial Bid under consideration. For calculation of financial score, tentative cost of the project Rs. 7.00 crore will be considered and accordingly percentage quoted fee by the bidder will be converted into fee amount. Bids will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$\mathbf{S = St \times Tw + Sf \times Fw;}$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 80% and 20% respectively. The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and work shall be awarded to them.

8.0 Litigation History

The Bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last Seven (7) years ending 31.03.2019 A consistent history of litigations against the Applicant or any member of the Consortium may result in failure of the application at the desertion of IDA, Indore.

9.0 Dispute or differences arising on account of this RFP

Applicant may appeal to IDA, Indore for any dispute or difference arising out on account of this Pre-qualification tender.

10.0 Scope of Services to be Performed by the Consultant

1. Discussions with the client about the specific requirements and conceptualization of the assigned work.
2. Evaluation of the site and carrying out soil investigation, testing, topographical survey etc. as may be necessary with prior approval from IMC, Engineer Charges towards soil investigation, testing, topographical survey etc., if required and carried out by the Consultant/Consultant shall be in scope of work of consultant
3. Preparation of Design, Layout Plan, Site Plan, Architectural Plan, Site Development, Interior Design Details, Elevations, Sections, Walk-through models etc., (if needed) with details of area analysis, Building geometry etc., wherever required.If walk through models etc. are required to be prepared, Consultant shall be reimbursed at actual based on documentary evidence.
4. Use of value engineering concepts to consider alternate design solutions to optimize expected cost/worth ratios. Design should include incorporation of maximum possible natural light/ventilation, visually impaired & physically disabled friendly & Green Building concepts to the extent possible and flexibility for future changes.
5. Preparation & submission of required Layout Plan, Site Plan, Drawings(Architectural& Structural) conforming to latest Development Control Regulations (DCR) and local by-laws to the Statutory authority(s).
6. Liasoning and obtaining requisite approvals / permissions from the Concerned Statutory Authorities prior to commencement and also after successful completion of the work.
7. Preparation of technical specifications, cost estimates including rate analysis, bill of quantities, inspection & testing plan etc.
8. Preparation of all drawings good for construction for structural designs, internal and external MEP /utility services, telecommunications, Networking, Graphic signage's, fire fighting arrangements, security systems, parking etc. as per the approved technical specifications.
9. Preparation of landscape Architectural, interior Architectural, Architectural conservation, graphic design and signage's etc.
10. Preparation of Tender drawings, Technical specifications, vendors / manufactures for materials and equipment. Assistance to Indore Development Authority, Indore, in providing clarifications to bidders, Pre bid meeting and specifying the construction contract.
11. The approvals of IMC, Indore are required on all drawings, specifications, documents, etc. and Consultant shall be responsible for providing modifications, incorporation of suggestions etc. Approval of structural drawings & designs from Govt. Engineering College shall be in scope of work of consultant.
12. Ensure engaging the required key professionals for the services such as Architectural, structural, MEP/utility services, landscaping, conservation etc. for the project designing and execution.
13. Attend the reviews, meetings, conferences pertaining to the project.
14. In case of new construction, 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.

15. Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighborhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.
16. Preparation and issue of working drawings with all details for proper execution of the work. This shall include preparation of fabrication / shop drawings for select items as well as scrutiny / approval of shop drawings submitted by contractors for various services.
17. Site Supervision to review and ensure approved design compliance by the executing agency at least twice in a month by senior engineer appointed by consultant.
18. Revision of drawing details and specifications as and when required in due course of construction progress and re-approval of required.
19. Preparation and planning of all design details, deliverables and plan the construction program to complete the project.
20. The consultant shall attend all the review meetings conducted by IDA, Indore from time to time without any extra cost and shall also be available for any clarifications and bring out any issues related to construction which may lead to difficulties, litigation, delays etc. including outstation meetings/ reviews for which no extra shall be made.
21. Provide all necessary technical assistance required to the client till finalization of project.
22. Submit the DPR with plans, designs and estimations, tender document etc for the Project.
23. Preparation of As-Built drawings of the construction in soft copy and 05 hard copies of the same .
24. Electrical Services Shall Include Internal Electrification, External Electrification , Grid(If Required), D.G.Set, Lifts Etc. and other related works with all permissions from concerning departments.
28. Taking employers instructions, site appraisal, conducting field survey and investigations.
29. Submitting PERT Chart / Bar Chart incorporating all the activities required for completion of the project well in time i.e. Preparation of Working Drawings, Structural Drawings, Detailed Drawings, and Calling Tenders etc.
30. On the basis of the base line data, Consultant shall prepare a Single Line Conceptual Plan, Floor Plan, Section & Elevations of building & facilities and a broad cost estimate on Plinth Level basis. Preparing Sketch designs which shall be in accordance with local governing codes / standards etc. including carrying out necessary revisions as per directions of approval authority, so as to enable the employer to take a decision.
31. Modify the sketch designs incorporating the required changes and Prepare final concept designs & computer 3D model, Physical model on specified scale for the approval along with revised cost (Stage I).
32. Based on approved concept plan, Preparing Detailed Estimate, Detailed Architectural Working Drawings, Plans, Elevations, Structural Calculations, Structural Drawings & Designs, Layout Drawings for Water Supply & Drainage, Electrical, Mechanical Utilities, PHE, Parking, HVAC, Landscape etc, required to invite tenders to commence work at site and for the proper execution during construction.

33. Submitting required drawings & designs to municipality & other local authorities and obtaining their approval. Structural & Allied Services designs should be certified from any Govt. Engineering College.
34. Preparing of detailed composite tender documents after approval of draft bid document for various services viz. general builders work & specialist services such as water supply & sanitary installations, electrical installation etc complete with articles of agreement, conditions of contract, special conditions, specification, bill of quantities based on respective SOR including detailed analysis of rates based on market rates, if required, time & progress charts etc and assisting Indore Development Authority, Indore in finalization of construction agencies.
35. Preparing for the use of the employer, 4 copies of the contract documents including all drawings, specifications and other particulars.
36. Review & Approve work programs.
37. Identify construction delay and recommend to Indore Development Authority, Indore remedial measures to expedite the progress.
38. Determine any extension of the project completion schedule to which the contractor is entitled & notify the same to IDA, Indore accordingly.
39. To assist the IDA, Indore in arriving at any cost variation and its impact on design during construction stage, related to drawing & design.
40. Obtaining final building completion certificate, all other required certificates and permissions (like drainage, water connection, garbage disposal etc.) from time to time from IMC and securing permission of municipality and such other authority for occupation of the building, if applicable.
41. Appearing on behalf of the employer before the municipal assessor in connection with settlement of the ratable value of the building and tendering advice in the matter to the employer, if applicable.
42. On completion of the project, certify "as made" completion drawings prepared by the contractor for Architectural, structural, water supply & drainage works, electrical & other services along with a brief report on the project & relevant structural design calculations and submitting 4 copies of the same for the records of the employer.
43. The consultant shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the employer.
44. The consultant shall assist the Indore Development Authority in all arbitration proceedings between the contractors and Indore Development Authority and also defend IDA in such proceedings.

45. Any other services connected with the works usually and normally rendered by the Consultant, but not referred to herein above.
46. The consultant shall engage qualified & competent / reputed civil, structural, electrical, HVAC and fire protection Consultant as required to assist them in the Preparation of design and details of the services. The service Consultant will be appointed with the approval of the IDA. The fees payable to these Consultant shall be borne by the principal Consultant out of the fees received by them. The later shall be however fully responsible for the design and soundness of the activities of various Consultant.
47. Obtaining All Environmental Clearance From Concerned Department.
48. NOC Regarding Consent To Establish And Consent To Operate From M.P. Pollution Control Board OR SEIAA
49. IDA shall hire some separate consultant for obtaining the approval from RERA for this project. Successful bidder of this NIT shall require to assist in RERA registration process as and when required, like providing drawings and designs in hard and soft copies, all other technical data etc.
50. All the Permissions and sanction of estimate from M.P. Paschim Kshetra Vidyut Vitran Company Limited.
51. All legal fees regarding approval from Competent authority and for checking of structural design from govt./semi govt. Shall be paid by I.D.A.
52. Obtaining Fire N.O.C. From Concerned Department.
53. Obtaining N.O.C. From National Air Port Authority. (If Required)
54. Obtaining N.O.C. From Ground water Authority (if Required)
55. Obtaining N.O.C. From safety department regarding lift etc.
56. Obtaining permission designing and preparing necessary documents from concerning departments.

11.0 SCHEDULE OF PAYMENT

The Consultant shall be paid professional fees in the following stages consistent with the work done. Payments made to the consultant are on account and shall be adjusted against the final amount payable :-

<p>Stage-1 On submitting the required preliminary scheme master planning of the area for the Employer approval along with the preliminary estimate of cost.</p>	<p>2.50 % of the total fees payable.</p>
<p>Stage-2 incorporating Employer's suggestions and submitting drawings, for approval from the statutory authorities.</p>	<p>5% of the total fees payable less payment already made at stages-1.</p>
<p>Stage-3 On submitting conceptual building plan ,elevation, sections, of the proposed commercial building after approval from the employer preparing drawing for obtaining building permission from IMC.</p>	<p>20% of the total fees payable less payment already made at stages-2.</p>
<p>Stage-4 submitting detailed estimate of the project and to analyse the rate of construction.</p>	<p>30%of the total fees payable less payment already made at stages-3.</p>
<p>Stage-5preparation of tender document and analyzing tenders and advising employer on appointment of contractor.</p>	<p>35% of the total fees payable less payment already made at stage-4.</p>
<p>Stage-6 On submitting working drawings and details required for commencement of work at site.</p>	<p>45% of the total fees payable less payment already made at stage-5.</p>
<p>Stage-7</p> <p>(i) On completion of 20% of the work.</p> <p>(ii) On completion of 40% of the work.</p> <p>(iii) On completion of 60% of the work.</p> <p>(iv) On completion of 80% of the work.</p> <p>(v) On virtual completion.</p>	<p>(i) 55% of the total fees payable less payment already made at stage-6.</p> <p>(ii) 60% of the total fees payable less payment already made at stage-7(i).</p> <p>(iii) 65% of the total fees payable less payment already made at stage-7(ii).</p> <p>(iv) 70% of the total fees payable less payment already made at stage-7(iii).</p> <p>(v) 75% of the total fees payable less payment already made at stage-7(iv).</p>

Stage-8

On submitting Completion Report and drawings for issuance of completion/occupancy certificate by statutory authorities, wherever required and on issue of "as-built-drawings".

100 % of the total fees payable less payment already made at various stages.

NOTE :- 1. Interim payments may be made to the consultant on pro-rata basis within all stages, as decided by engineer-in charge.

2.The architectural consultancy services up to stage -4 shall be provided by consultant after which the authority will decide to take up the project.If the authority decide to drop the project due to lack of response than the consultancy work will be finalised up to stage -4 and accordingly payment will be made up to stage -4only.

12. PERFORMANCE SECURITY:

12.01 The consultant shall allow the client to deduct from interim payments at the rate of 5 % of the interim payments and retain the same as security deposit. The consultant will have the option to furnish a bank guarantee/ FDR by any nationalized/ scheduled bank in india in form vide Annexure-9. Performance Security deposits will be refunded after completion of the work.

12.02 The consultant will be responsible for the designs and drawings sheets prepared and supplied by him, interim and final certificates issued by them and will indemnify the Indore Development Authority, Indore against any inaccuracies, which might come to notice subsequently. The consultant shall also be responsible to keep a check on time frame of completion of work in co-ordination with the Engineer /Contractor and the client.

13. PAYMENT OF INTERIM AND FINAL BILLS :

The fee payable to the consultant shall be computed on the actual cost of works on completion. The

payment due to the consultant at different stages will be computed on the following basis :

At stage 1 to 2 :	on estimated of cost of the project as mentioned in tender document \
At stage 3 to 4 :	on detailed estimate of cost.
At stage 5 to 6 :	on accepted tender cost.
Atstage7to 8:	on actual total cost.

14.0 GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

- i. The 'Project' shall mean the construction of Consultant for Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore .The actual project cost shall be the cost of the works executed (without GST) by the contractors to complete the building and allied services including escalation.
- ii. IDA or Authority or Department or Employer shall mean the Indore Development Authority and its Successors in office and assigns.
- iii. The "CEO" shall mean Chief Executive Officer of IDA.
- iv. The "Chief Engineer" shall mean the officer of IDA who is designated as such in whose jurisdiction the work lies.
- v. The "Superintending Engineer" shall mean the officer of IDA who is designated as such in whose jurisdiction the work lies.
- vi. The "Executive Engineer" shall mean the officer of IDA who is designated as such in whose jurisdiction the work lies.
- vii. A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of number of hours worked in that day.
- viii. A "Week" shall mean 7 consecutive days without regard to the number of hours worked in any day in that week.
- ix. Month and Year and all dates shall be as per the Gregorian calendar. The time referred to shall be Indian Standard Time.
- x. The "Site" shall mean the lands and / or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Department or used for the purpose of contract.
- xi. "Urgent Works" shall mean any measures, which in the opinion of Engineer becomes necessary during the progress of the work to obviate any risk or accident or failure or which becomes necessary for security of the work or the persons working thereon.

1.2. INTERPRETATION

- i. The headings in the Agreement shall not be used in its interpretation.
- ii. The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

1.3. OBLIGATIONS OF THE IDA

1.3.1. INFORMATION

The IDA shall within reasonable time provide all such information as may be in his possession to the Consultant if demanded in writing.

1.3.2. DECISIONS

On all matters properly referred to him in writing by the Consultant the IDA shall give his decision in writing so as not to delay the Services and within a reasonable time.

1.3.3. ASSISTANCE

The IDA shall provide support to the consultant if sought in the following matter.

- i. The provision of documents necessary for entry, residence, work and exit;
- ii. Providing unobstructed access wherever it is required for the Services;
- iii. Providing access to other organizations for collection of information, which is to be obtained by the Consultant.

1.3.4. SERVICES OF OTHERS

The IDA shall at his cost arrange for the provision of services from others as described in Appendix – B, and the Consultant shall co-operate with the suppliers of such services but shall not be responsible for them or their performance.

1.3.5. PERSONNEL

The Consultant shall employ and depute qualified personnel for the work as per the name and qualification given in the Technical Proposal.

1.4. CHANGES IN PERSONNEL

1.4.1. RELATION BETWEEN THE PARTIES

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

1.4.2. REMOVAL AND/OR REPLACEMENT OF PERSONNEL

- a. Except as the IDA may otherwise agree in writing at the request of the consultant on reasonable ground to its satisfaction, no change shall be made in the key Personnel. However, it becomes necessary to replace any of the Personnel; the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the IDA (I) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (II) has reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultants shall at the IDA's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the IDA.

1.5. INDEMNITY

The Consultant shall indemnify the IDA or any other person for any loss, or damage of any kind including loss to property caused knowingly or unknowingly to the IDA or any other person due to any act, deed, performance, non-performance or negligence of the Consultant. The Consultant shall indemnify the IDA from loss or damage caused and any litigation or court proceedings in respect of any accident or omission on the part of the Consultant. The IDA shall have right to recover any such loss from any payment due and payable to Consultant.

1.6. LAW GOVERNING CONTRACT

- (a) The Contract shall be construed and interpreted in accordance with and governed by the applicable Laws in India.
- (b) The exclusive Jurisdiction under this contract for all matters arising out of or relating to the Contract shall be Courts at Indore and Tribunals as applicable in Madhya Pradesh, India only.

1.7. LANGUAGE

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

1.8. HEADINGS

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

1.9. NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing & by e-mail. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address specified in the Contract.

Notice will be deemed to be effective as specified in the Contract.

A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the Contract.

1.10. LOCATION

The Services shall be performed at such locations as are specified in (Terms of Reference) hereto and, where the location of a particular task is not so specified, at such locations, whether in Jurisdiction of Indore Development Authority, as the Employer may approve.

1.11. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the officials specified in the Contract.

1.12. TAXES AND DUTIES

The Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law. GST paid separately.

2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. EFFECTIVENESS OF CONTRACT

This Contract shall come into force and effect on the date (the "Effective Date") notice to proceed with the work to the contractor of the work issued by IDA and instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the Contract have been met.

2.2 COMMENCEMENT AND COMPLETION

- 2.2.1 The services of consultants shall be available till the completion of Defect liability period or in case of claims / court cases, if the services of the consultant are required then the fees will be as per this agreement.
- 2.2.2. The consultant will maintain the record of work till Completion of the defect liability period and or till the claims and court matters pertaining to the work are settled, whichever is later.
- 2.2.3 The consultant will also submit the certificate regarding satisfactory completion of the work before the final bill is paid by IDA.

2.3. VARIATIONS

The Agreement can be varied on application by either party by written agreement of the parties.

2.4. FURTHER PROPOSALS

The IDA shall have the right to request in writing for changes, additions, modifications or deletions in any part of the scope of work and to request in writing additional work in connection and the consultant shall comply with such request. The preparation and submission of such proposals shall be an Additional Service & will be paid separately with mutual consent of both the parties.

2.5. TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE

If this Contract does not become effective within such time after the date of the Contract signed by the Parties as shall be specified in the Contract, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.6. EXPIRATION OF CONTRACT

This Contract shall expire when services have been completed and all payments have been made at the end of such time after the Effective Date as shall be specified in the Contract.

2.7. ENTIRE AGREEMENT

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

2.8. MODIFICATION

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

2.9. FORCE MAJEURE

2.9.1. DEFINITION

- a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a agency, and which makes a agency'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 disorders, 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 agency 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 agency or such agency's Sub-consultants or agents or employees, nor
 - (ii) any event which a diligent agency could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.9.2. NO BREACH OF CONTRACT

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

2.9.3. MEASURES TO BE TAKEN

- a) An agency affected by an event of Force Majeure shall take all reasonable measures to remove such agency's inability to fulfill its obligations hereunder with a minimum of delay.

- b) An agency affected by an event of Force Majeure shall notify the other agency of such event as soon as possible, and in any event not later than fourteen (14) days falling the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The agencies shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.9.4. EXTENSION OF TIME

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

2.9.5. PAYMENTS

The payment will be made as per the schedule of payment condition no 11.0

2.9.6. CONSULTATION

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

2.10. SUSPENSION AND PAYMENTS DURING SUSPENSION PERIOD

- i. The IDA may, by written notice of 15 days of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension shall specify the nature of the failure.
- ii. If suspension gets continued for six months then beyond six months the agreement will get automatically null and void and neither of the party is required to give any notice for termination of work after six months of suspension.
- iii. If work gets revoked before expiry of suspension period then the regular consultancy fee will be paid to the consultant as per the provisions of contract applicable to the payment terms and condition.

2.11. TERMINATION

2.11.1 BY IDA

- i) If the consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to suspension Clause of this agreement hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- ii) If the consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- iii) If as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- iv) If the consultant, in the judgment of the Client, was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.
- v) The IDA may terminate the Agreement by notice of at least (30) days to the Consultant who shall immediately make arrangements to stop the services.
- vi) If the consultant fails to report and to take corrective measures in respect of the quality, workmanship, performance of contract as per good standard practices **OR** fail to inform the delay **OR** nonperformance by the contractor as per the work schedule **OR** if not deploy the resources his own as specified in the tender document, the IDA can give a notice of termination giving (15) thirty days' time to the consultants to show cause as to why the contract should not be terminated.
- vii) If the contract gets terminated due to reasons attributable to consultant then the bid security/performance security of consultant shall be forfeited and IDA may debar the consultant to participate in bids of IDA, for the period one year or more as decided by the Chief Engineer, IDA.

2.11.2 BY THE CONSULTANTS

The Consultants may, by not less than thirty (30) days written notice to the IDA, terminate this contract.

- i) If the IDA fails to pay any money due to the Consultants pursuant to this Contract and not subject to any dispute within ninety (90) days after receiving written notice from the Consultants that such payment is overdue;

- ii) If the IDA is in material breach of its obligations pursuant to this contract and has not remedied the same within forty-five (45) days or longer period, the Consultants has to establish such breach of contract by IDA in writing following the receipt by the IDA of the Consultant's notice specifying such breach;
- iii) If, as result of Force Majeure, the Consultants are unable to perform a material portion of the Service for a period of not less than sixty (60) days; or
- iv) If the IDA fails to comply with any final decision reached as a result of arbitration pursuant to Clause 30.1 hereof.

2.11.3. CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this contract or upon expiration of this contract, all rights and obligations of the parties here under shall cease, except:

- i. Such right and obligations as may have accrued on the date of termination or expiration.
- ii. The obligations of confidentiality.
- iii. Any right which a party may have under the applicable law.

2.11.4. CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other, the Consultants shall immediately upon dispatch or receipt of such notice, take all necessary steps to brings 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 Consultants and equipment and materials furnished by the IDA, the Consultants shall proceed as provided.

2.11.5. PAYMENT UPON TERMINATION

Upon termination of this Contract, the IDA shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the IDAs) :

- i. Remuneration for services satisfactorily performed prior to the effective date of termination;
- ii. Reimbursable expenditures for expenditure actually incurred prior to the effective date terminations;

2.11.6. RIGHTS AND LIABILITIES OF PARTIES

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

3. OBLIGATIONS OF THE CONSULTANTS

3.1. GENERAL

3.1.1 STANDARD OF PERFORMANCE

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with general 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 Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2. LAW GOVERNING SERVICES

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

3.2. CONFLICT OF INTERESTS

3.2.1. CONSULTANTS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.

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

3.2.2. CONSULTANTS AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3. PROHIBITION OF CONFLICTING ACTIVITIES

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified in the Contract.

3.3. CONFIDENTIALITY

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

3.4. LIABILITY OF THE CONSULTANTS

Subject to additional provisions, if any, set forth in the Contract, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5. INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the Contract, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6. ACCOUNTING, INSPECTION AND AUDITING

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred in the Contract); (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.7. CONSULTANTS ACTIONS REQUIRING EMPLOYER'S PRIOR APPROVAL

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

- a) Appointing such members of the Personnel (Key designations and minimum supporting staff 'Consultants' Sub-consultants' Key Personnel")
- b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- c) Any other action that may be specified in the Contract.

3.8. REPORTING OBLIGATIONS

The Consultants shall submit to the Employer the reports and documents specified in contract, in the form, in the numbers and within the time set forth in the contract. It should be submitted in the form of PDF & excel as well.

3.9. DOCUMENTS PREPARED BY THE CONSULTANTS TO BE THE PROPERTY OF THE EMPLOYER

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Employer under this Contract shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the GCC.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1. GENERAL

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services as specified in Appendix - A.

4.2. DESCRIPTION OF PERSONNEL

- a) The titles, agreed job descriptions, minimum qualification and estimated of engagement in the carrying out of the Services of each of the Consultants' Key Personnel. If any of the Key Personnel has already been approved by the employers his / her name is listed as well.

- b) Adjustments with respect to the estimated engagement of Key Personnel set forth may be made by the Consultants by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth of this Contract. Any other such adjustments shall not be made without the Employer's written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix - A, the estimated of engagement of Key Personnel set forth may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth of this Contract.

4.3. APPROVAL OF PERSONNEL

The Key Personnel and Sub-consultants listed by title as well as hereby approved by the Employer. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the employer for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government). If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Employer.

5. OBLIGATIONS OF THE EMPLOYER

5.1. ASSISTANCE AND EXEMPTIONS

Unless otherwise specified in the Contract, the Employer shall use its best efforts to ensure that the Government shall :

- a) assist the Consultants, Sub-consultants and Personnel with such documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services.
- b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for their stay in India.
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- d) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to

practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

- e) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purpose of the services or for the personnel use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services; and
- f) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the Contract.

5.2. ACCESS TO LAND

The Employer warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3. CHANGES IN THE APPLICABLE LAW

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Contract.

5.4. SERVICES, FACILITIES AND PROPERTY OF THE EMPLOYER

The Employer shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in contract at the times and in the manner specified in contract, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Contract hereinafter.

5.5. PAYMENT

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants such payments and in such manner as is provided by this Contract.

5.6. COUNTERPART PERSONNEL

a) If so provided in contract hereto, the Employer shall make available to the Consultants, as and when provided in contract, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultants' advice, as shall be specified in contract. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants, which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANTS

6.1 CURRENCY OF PAYMENT

Currency applicable to this agreement is in INDIAN Rupees.

7. SERVICES DURING DEFECT LIABILITY PERIOD

The defect liability period (DLP) is 60 months from the date of completion. The services to be provided by the consultants during the defects liability shall include the following:

7.1. DURING THE DEFECTS LIABILITY PERIOD AFTER COMPLETION

Joint inspections of the work shall be carried out at regular intervals by the Resident Engineer along with the Contractor's representatives. If contractor's fails to attend the Joint inspections as fixed in writing, Resident Engineer shall carry out visit independently once half early / as directed by Engineer in Charge from time to time to observe the defects and submit reports to employer with a copy to contractor. If Contractor fails to countersign the defects noticed even after giving reasonable notice to the contractor, PMC should initiate suitable action as per Contract.

After the inspections the consultants shall submit a report (in 3 copies) detailing the defects noticed and the remedial measures to be taken by the Contractor. The consultants shall suggest and supervise the remedial measures, if any, require to be carried out by the contractors during defects liability and submit final rectification report to the IDA.

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 Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2. OPERATION OF THE CONTRACT

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

9. CONFLICT OF INTEREST/CORRUPTION AND FRAUD

Notwithstanding any penalties that may be enforced against the Consultant under the law of the country of the project, or of other jurisdictions, the IDA will be entitled to terminate the Agreement) and the Consultant shall be deemed to have breached the contract, if it is shown that the Consultant is guilty of:

- i. offering, giving, receiving or soliciting anything of value with a view to influencing the behavior or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the Agreement; or
- ii. Misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the IDA, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

10. At any point of time, IDA needs tender documents for any project of IDA then IDA may instruct the consultant to prepare such tender documents for construction of the project. Fees for such work shall be paid at the rate of Rs.40000/- per each such document.

11. SETTLEMENT OF DISPUTES

12. AMICABLE DISPUTE RESOLUTION

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement to the Chief Engineer, Indore Development Authority, Indore.

13. ARBITRATION

If any dispute or difference of any kind whatsoever shall arise in connection with or out of this contract and which is not amicably settled between consultant and IDA as per provisions of the agreement, either of the party's may file the case before MP Arbitration Tribunal constituted under MP Madhyastham Adhikaran Adhiniyam 1983.

14. COPYRIGHT

Documents prepared by the Consultants will be the Property of the IDA. All plans, drawing, specifications, designs, report and other documents prepared by the Consultants in performing the Services shall become and remain the property of the IDA, and the consultants shall not later than 15 days upon termination or expiration of this Contract, deliver all such documents to the IDA, together with detailed inventory thereof. The Consultants may retain a copy of such documents. The IDA is free to use the above documents for other project of the IDA.

15. TIME IS ESSENCE

Any time or period mentioned in any provision of this document may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid time shall be of the essence.

In case of delay or where the consultant has apprehension about the causes of delay, it is his duty to inform the Chief Engineer along with to other concerned authorities and failure to same shall be treated as negligence on his part.

16. SERVICEABILITY

If for any reason whatever any provision of the contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable, or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the contract or otherwise.

17. ASSISTANCE

The IDA shall provide support to the consultant if sought in the following matter.

- i. The provision of documents necessary for entry, residence, work, and exit;
- ii. Providing unobstructed access whenever it is required for the services;
- iii. Providing access to other organization for collection of information, which is to be obtained by the consultant.

18. The consultant shall have to consult representatives of nclt time to time and work

accordingly as per their requirement.

19. In case consultant has to travel to other city for consultation in that case travelling allowance shall be paid as per m.p.govt. Rules applicable for class 1 officer for only one per son.

20. On mutual consent other similar work can be allotted to consultant on same terms and condition.

21. Bidders should have Employees Provident Fund And GST Registration in the category of Consultancy Services. However, such bidders who are not registered can also submit their bids after having applied for registration with appropriate authority.

22 The bidder would be required to have valid registration at the time of signing of the Contract.

23.In case of any discrepancy, the decision of the Chief Engineer of IDA will be final and binding to all concerned.

24. PAYMENT TO CONSULTANT

The IDA shall pay the consultant for services as per agreement.

25. TIME PERIOD FOR SERVICES

Time period shall be as per data sheet.

Part - 2

Prescribed Forms / Annexure

Covering letter format

(On the letter head)

To:
Chief City Planner
Indore Development Authority
7, Race Course Road

Sub: RFP for Selection Of Consultant For Providing Consultancy Services for Residential Building for Senior Citizens in Scheme No. 134 Sector "F" Indore.

Having examined all the details given in RFP document and Proforma for the above Consultancy & Architectural works, I/we hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information furnished in the enclosures is true and correct.
2. I / We have furnished all information and details necessary for RFP and have no further pertinent information to supply.
3. I / We also agree that the Chief City Planner (Indore Development Authority , Indore) or their authorized representatives can approach individuals, employers and firms to verify our competence and general reputation.
4. I / We submit certificates in support of our suitability, technical knowhow and capability for having successfully completed the projects, in prescribed format.
5. I / We agree that the discretion and decision of the IDA is final and binding.

Date

Signature(s) of Applicant(s)
with seal

Enclosures:

1.

2.

Etc.

Annexure2

Organizational Details

Sl.	Parameter	Details
1.	<u>Organizational Set-up:</u> <ul style="list-style-type: none">• Place of Incorporation• Year of Establishment/ Incorporation/Registration• Status of Firm (Proprietorship/Partnership/Limited/Any other)• Name of Directors/Partners/Proprietors• Empanelment with Govt. Organizations (Mention names along with copies of Certificates)	
2.	<u>Employee Strength:</u> <ul style="list-style-type: none">• Principal /Architect /Engineer (mention nos. here)• Junior Architect/ Engineer (mention nos. here)• Infrastructure Planning/Engineering Specialist• Mapping & AutoCAD/GIS Specialist	Mention Details Here
3.	<u>Details of Office Automation:</u>	

Place :

Signature of the Applicant

Name & Designation

Date :

Annexure3

Details of Directors /Partners /Proprietors

Sl. No.	Name of Partners/Directors/ Proprietors	Academic Qualifications	Designation	Address/ Phone/Fax /Email

Signature of the Applicant

Name & Designation

Place :

Date :

Annexure4

Financial Status

Sl. No.	Financial Year	Turnover (Consultancy Fee) (Rs.)	Profit/Loss(-) (Rs.)
1.	2016-17		
2.	2017-18		
3.	2018-19		

Note:

1. Certified copies of audited Balance Sheets/Chartered Accountants Certificates to be enclosed.

Signature of the Applicant

Name & Designation

Place :

Date :

Annexure 5

Litigation/Arbitration

Year	Contract Identification and Matter in Dispute	Value of Pending Claim in INR or any other currency
	Contract Name : Name of Employer : Address of Employer : Matter in Dispute : Total value of the Contract :	
	Contract Name : Name of Employer : Address of Employer : Matter in Dispute : Total value of the Contract :	
	Contract Name : Name of Employer : Address of Employer : Matter in Dispute : Total value of the Contract :	

Signature of the Applicant

Name & Designation

Place :

Date :

|| AFFIDAVIT ||

(To be contained in Envelope A)

(On Non Judicial Stamp of Rs. 50/-)

I/We _____ who is/ are _____
(status in the firm/ company) and competent for submission of the affidavit on behalf of M/S
_____ (consultant) do solemnly affirm on oath and state that:

I/We am/are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the Chief City Planner, IDA Indore.

I/We am/ are fully responsible for the correctness of following self-certified information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turnover is correct.
 - c. Information regarding various technical qualifications is correct.
3. I shall have no objection in case IDA, Indore verifies them from issuing authority(s). I shall also have no objection in producing the original copy of the document(s), for verification.
4. I hereby confirm that in case, any document, information & /or certificate submitted by me is found to be incorrect/false/fabricated, IDA, Indore at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar me /M/s.from participating in any future tenders/RFPs.
5. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Note: Affidavit duly notarized in original shall reach at least one calendar day before opening of the bid.

FINANCIAL PROPOSAL**(TO BE SUBMITTED ON-LINE ONLY)**

Financial Offer for Consultancy Services for Providing Consultancy Services for Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore.

Item Description	Consultancy Fee Of Project Cost (in Percentage)
Fees for Consultancy Services for Providing Consultancy Services for Residential Building for Senior Citizens In Scheme No. 134 Sector "F" Indore. (The rates inclusive of all taxes but excluding GST.)	

Please Note:

1. Financial Proposals are to be submitted online.
2. The above quoted fee shall include all expenses such as legal fees and out of pocket expenses, etc. to be incurred by the consultant to complete the assignment.
3. GST as applicable shall be payable separately.
4. 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.
5. Terms of Payment will be as indicated in the RFP document.
6. The consultant is required to quote fees in % of the project cost.
7. The fees quoted shall be inclusive of all taxes, but exclusive of GST.
8. The Proposal shall be valid for a period of not less than **120 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.
9. Clarifications and Amendments if any to this RFP will be uploaded on website www.mptenders.gov.in

(R.K.Singh)
Chief City Planner
Indore Development Authority,
Mob :- 97550-99388

BANK GUARANTEE FORM FOR EMD (BID SECURITY)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____ [Date] for the construction of _____ [Name of Contract] (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called “the Bank”) are bound unto Indore Development Authority, Indore (here in after called “Pradhikari”) in the sum of _____ (_____) for which payment well and truly to be made to the said Pradhikari the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 201__

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified in the tender documents; or
- (2) If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
- (3) If the Bidder having been notified of the acceptance of his Bid by the Pradhikari during the period of bid validity,
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required: or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,
 - (c) Fails or refuses to furnish the Domestic Preference Security, where required.

We undertake to pay to the Pradhikari up to the above amount upon receipt of his first written demand, without the Pradhikari having to substantiate his demand, provided that in his demand the Pradhikari will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 (one hundred and twenty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Pradhikari, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

NAME AND ADDRESS OF THE WITNESS _____

AND ADDRESS OF THE WITNESS _____

PERFORMANCE SECURITY**To**

_____ [name of Employer]

_____ [address of Employer]

WHEREAS _____ [name and address of Contractor]

(Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 3 (three) months from the date of expiry of the Defect Liability Period.

Signature, Name and Seal of the guarantor _____

Name of Bank _____

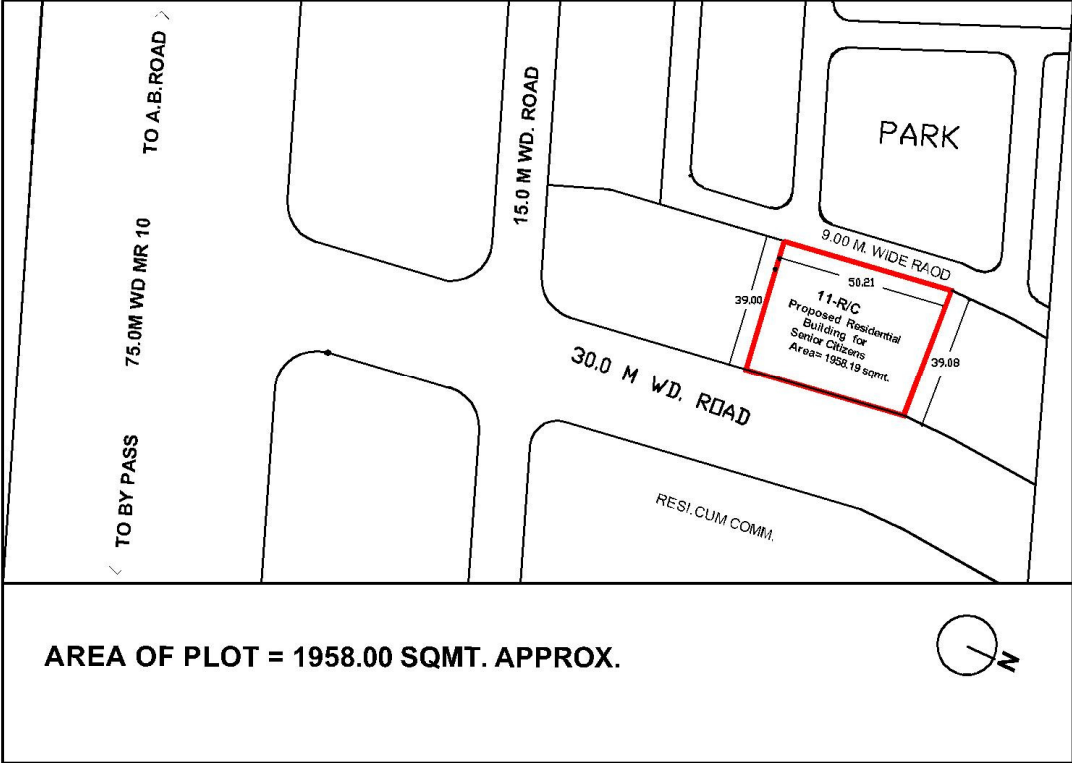
Address _____

Phone No., Fax No., E-mail Address, of Signing Authority _____

Date _____

- An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

Site Plan Of Residential Building for Senior Citizens
In Scheme No. 134 Sector "F" Indore.



Information related to the project to be included in certificate
issued by employer, to the consultant
(To be submitted separately for each Project)

01	Name of the Department	
02	Brief Description	
03	Cost of project	
04	Total fees agreed by the employer for the project	
05	Date Of Completion Of Project.	
06	paid to the consultant for the above project	
07	certificates issued by the employer to the consultant for the above project	
08	Location plan of the project.	
09	graphs Showing The Completed Project.	

Name, Seal & Signature
Of The Employer