

OFFICE OF THE MUNICIPAL CORPORATION, REWA (M.P.)

No. ....4224...../RMC/2024

Rewa, Date: 25/11/2024..

Corrigendum


Tender was floated for Selection of Handholding Consultant for raising funds through issuance of bonds, Monetization of Assets or Resources and other alternate hybrid model of financial arrangements having Tender ID: 2024\_UAD\_378543\_1 dated 24.10.2024. The following conditions in above E - Tender are changed as Below:

Clause Reference	Particular	Corrigendum/Clarification																
Activity No:2 Page No.19	Details of no. of partners in Chartered Accountant Firm as on 01.01.2024 as per ICAI Certificate.	T Details of no. of partners in Chartered Accountant Firm as on 01.01.2024 as per ICAI Certificate.																
	<table><tr><th>No. Of Partners</th><th>Weightage</th></tr><tr><td>Less than 10</td><td>Not eligible</td></tr><tr><td>10-12</td><td>10 marks</td></tr><tr><td>More than 12</td><td>20 marks</td></tr></table>	No. Of Partners	Weightage	Less than 10	Not eligible	10-12	10 marks	More than 12	20 marks	<table><tr><th>No. Of Partners</th><th>Weightage</th></tr><tr><td>Less than 10</td><td>Not eligible</td></tr><tr><td>10-12</td><td>5 marks</td></tr><tr><td>More than 12</td><td>10 marks</td></tr></table>	No. Of Partners	Weightage	Less than 10	Not eligible	10-12	5 marks	More than 12	10 marks
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	Less than 10	Not eligible																
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More than 12	20 marks																	
No. Of Partners	Weightage																	
Less than 10	Not eligible																	
10-12	5 marks																	
More than 12	10 marks																	

All other condition of E-Tender will remain same.

**Key Dates:** Key dates are amended as below-

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	02.12.2024: 17:30 Hrs.
2.	Last date for submission of tender (Online)	02.12.2024: 17:30 Hrs.
3.	Technical bid opening (Online)	03.12.2024; 11:30 Hrs.

  
Assistant Commissioner (Finance),  
Municipal Corporation,  
Rewa (M.P.)

# **Rewa Municipal Corporation**

## **Request for Proposal**

**“Selection of Handholding Consultant for raising funds through issuance of bonds, Monetization of Assets or Resources and other alternate hybrid model of financial arrangements.”**

**NIT No: 295/e-Tender/Account/RMC/2024, Dated: 24.10.2024**

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Commissioner Municipal Corporation Rewa  
Near Statue Chowk, Beside of Padmdhar Park,  
Vyankat Road, Ward-18, Rewa (M.P.)–486001  
Phone-07662-242305  
E-mail: commrewa@mpurban.gov.in

## **DISCLAIMER**

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

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) under this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority about the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and the Authority, its employees, or advisors can't consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon the interpretation of the 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage (from NIT Publication till the issue of Letter of Acceptance).

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

## PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below a listed summary of the “instructions to Applicants” are available in Annex I (“Instruction to Applicants”) accessible from this <https://mptenders.gov.in/nicgep/app>

S. No.	Instructions to Applicants	Specific Requirements as stipulated in Annex I
1.	<b>Key Dates &amp; Deadline for Submission of Proposals</b> (Proposal received after this date and time will be summarily rejected.)	
2.	<b>Manner of Submission</b>	<b>Electronic submission of Proposal as per Annex 1 The proposal has to be submitted online at</b> <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> <b>Only Electronic submission shall be considered for evaluation purposes. The process for submission is explained in the RFP document.</b>
3.	<b>Address for Proposal Submission</b>	<b><u>Electronic submission:</u></b> <b><u>Website:</u></b> <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>
4.	<b>Cost of Bid Document</b>	<b>Rs. 5000/- (Five Thousand Only) on</b> <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a> This is a mandatory requirement and the Bidder shall transfer the cost of bid document to the gateway/ portal via Debit card/ credit card/ net banking /online or system generated challan details given in Bid Data sheet – RFP.
5.	<b>Language of the Proposal:</b>	English
6.	<b>Proposal Currencies</b>	Indian Rupees
7.	<b>Proposal Validity Period</b>	120 Days

8.	<b>Contact address for requesting clarifications on documents</b>	Clarifications should be addressed to Commissioner, Rewa Municipal Corporation, and requests for clarifications should be sent to the e-mail address:
9.	<b>Proposal Security/ Earnest Money Deposit</b>	<b>Rs. 24,000/- (Rs Twenty-Four Thousand Only) on <a href="https://mptenders.gov.in/nic-gep/app">https://mptenders.gov.in/nic-gep/app</a></b> This is a mandatory requirement and Bidder shall transfer EMD to the gateway/ portal via Debit card/ credit card/ net banking/ online or system generated challan details given in Bid Data sheet – RFP.
10.	<b>Performance Security</b>	Performance Security will be equivalent to <i>[Five Percent (5%)]</i> of the total bid price quoted in the form of Bank Guarantee/Fixed Deposit Receipt as per the format at <b>Exhibit A, Annex IV.</b>

1. The Applicant will be selected based on the Evaluation Methodology and Criteria indicated in **Annex III.**
2. RMC reserves all the rights to reject or accept any/all applications, without assigning any reason whatsoever. RMC takes no responsibility for the delay, loss, or non-receipt of any submission or letter sent by post, within the prescribed period.

Yours sincerely,

**Assistant Commissioner (Finance),  
Municipal Corporation,  
Rewa (M.P.)**

**REWA MUNICIPAL CORPORATION**  
**Near Statue Chowk, Beside of Padmdhar Park, Vyankat Road, Ward-18**  
Ph. No.: 07662-242305; [E-mail: commrewa@mpurban.gov.in](mailto:commrewa@mpurban.gov.in)

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**NIT No: 295/e-Tender/Account/RMC/2024**

**Rewa, Date: 24.10.2024**

**[Tender ID: 2024\_UAD\_378543\_1]**

**Notice Inviting Tender**

Rewa Municipal Corporation invites a proposal from a reputed organization for “Selection of Handholding Consultant for raising funds through issuance of bonds, monetization of revenues & assets and other alternate hybrid model of financial arrangements”. Interested eligible & experienced firms may submit their proposals on the e-procurement portal i.e. <https://mptenders.gov.in/nicgep/app>

S. No	Location of the project	Cost of Tender (annual )	Cost of Bid Document	EMD	Duration
1	“Selection of Handholding Consultant for raising funds through issuance of bonds, Monetization of Assets or Resources and other alternate hybrid model of financial arrangements”	Rs. 24,00,000/-	Rs.5,000/-	Rs. 24,000/-	1+2 Years

\*The Consultant’s services may be extended for a further period based on mutual satisfaction and terms & conditions.

**Key Dates: -**

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	25.11.2024; 17:30 Hrs.
2.	Last date for submission of tender (Online)	25.11.2024; 17:30 Hrs.
3.	Technical bid opening (Online)	27.11.2024; 11:30 Hrs.

1. Tender Document and other details shall be available on: - Website- <https://mptenders.gov.in/nicgep/app>
2. Amendment to NIT, if any would be published on website <https://mptenders.gov.in/nicgep/app>

**Assistant Commissioner (Finance),  
Municipal Corporation,  
Rewa (M.P.)**

## **Annex I**

### **Instructions to Applicant**

#### **1 Preparation and Submission of Proposal**

The period of validity of the Bid shall be 120 days from the date of Bid Submission.

The bid document shall be written in English only. The **Online Bid submission procedure is given this annex I**. The bid document shall be signed by the Partner/ Commissioner/ Director of the organization or by an authorized representative holding a valid power of attorney.

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

- i. made a complete and careful examination of the RFP document;
- ii. received all relevant information requested from the Authority;
- iii. acknowledged and accepted the risk of inadequacy, error, or mistake in the information provided in the RFP document or furnished by or on behalf of the Authority.
- iv. acknowledged that it does not have a Conflict of Interest.

RMC reserves all the rights to reject or accept any/all applications, without assigning any reason whatsoever. RMC takes no responsibility for the delay, loss, or non-receipt of any submission or letter sent by post, within the prescribed period.

For any queries, an email may be sent on **[commrewa@mpurban.gov.in](mailto:commrewa@mpurban.gov.in)**

#### **2 Online Submission Requirement**

To be eligible for engagement, the applicants fulfilling the eligibility criteria **(more precisely defined in Annex 3 – Evaluation Methodology and criteria)** shall provide satisfactory evidence to RMC of their eligibility. In addition, all applications submitted along with covering letter (Format given at **Annexure-1**) shall include the following information:

##### **A. Technical Proposal**

Letter of Submission of application including details of the entity (supported by registration and other incorporation documents) as per **Annex IV**

Applicant's Experience of Relevant Assignments as per **Annex IV**.

##### **B. Financial Proposal**

Financial Proposal shall be submitted as per **Annex V** and shall be submitted online only.

#### **3 Late Submission:**

RFP received after the deadline for submission prescribed by RMC will be rejected.



#### **4 Modifications and Withdrawal of RFP**

No modifications to the RFP shall be allowed once it is received by RMC, Rewa.

#### **5 Clarification:**

Every applicant shall be responsible for providing all information as required in this RFP document. For evaluating the RFP of the applicant, RMC may ask any further information, clarification, or document from the applicant. Details of clarifications, information, or additional documents, if any, required from the applicant, shall be in writing and will be communicated to the applicant by RMC. The applicant will be responsible to submit the information, as requested, within a stipulated time mentioned in the clarification letter. In case of non-submission of such information/ clarification/ document, RMC will evaluate the RFP based on the available records/ documents and as per the terms of this RFP documents. RMC reserves the right to accept or reject any application and to annul the whole process without assigning any reason whatsoever.

#### **6 Award of Work**

Procedure for the award of work shall be as follows: -

Based on applications received, RMC shall evaluate the applications and prepare a list of eligible applicants.

Financial bids of the eligible applicants will be opened on the date and time at the place specified in '**Financial Opening**'.

RMC will issue a '**Letter of Acceptance**' to the selected entity and on receipt of the written consent from the said selected entity, the appointment process shall come to an end.

#### **7 Rejection of Application:**

RMC reserves the right to accept or reject any application; and/or to annul the process and reject all applications at any time without assigning any reason whatsoever and without thereby incurring any liability to the affected applicant and/or without informing the applicants of the grounds for the RMC's action.

#### **8 Period of Engagement:**

The engagement would be for **One year** and can be extended by RMC at its discretion. This is more elaborately defined in Annexure-II (E) Conditions of Contract. Notwithstanding anything contained in the RFP document, RMC would have the sole irrevocable right to terminate the engagement and /or increase the number of such engagements and /or issue a fresh invitation for a similar engagement for any reason.

## **9 Rate and Payment Term**

Payment will be made as per the payment schedule given in the agreement. The fees shall include all costs, taxes, duties, etc. except the amount payable to Transaction Advisors, Legal Councilors, Credit Rating Agencies, Merchant Bankers, Any Other Legally required agency. further GST shall be paid extra at the applicable rate.

## **10 Termination of Engagement:**

If in the view of RMC, the performance of the Selected Firm is not satisfactory, or if it has failed to safeguard the interest of RMC, the Commissioner, RMC may at his sole discretion, terminate in writing the engagement of the Firm by giving one-month notice period. The decision of Commissioner, RMC in this matter shall be final and binding on the Firm.

## **11 Jurisdiction**

All disputes arising out of this appointment shall be subject to the jurisdiction of the appropriate court at Rewa, Madhya Pradesh, and will be governed by the laws of Madhya Pradesh and India as the case may be.

## **12 PROCEDURE FOR PARTICIPATION INE-TENDERING**

### **Procedure for participation in e-Tendering**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature Enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving the user id/password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details, etc., under the My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure a lesser upload of bid documents.
6. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.

7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bid online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. The bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client-side then. To reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of the file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids That are not Frozen are considered Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.

18. At the time of freezing the bid, the eProcurement system will give a successful bid up-dating message after uploading all the bid documents submitted, and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgment as a token of the submission of the bid. The bid summary will act as proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder are received and stored in the system. The system does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening, etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not be viewable by anyone until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid documents, the confidentiality of the bids is maintained since the data is transferred over a secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through the online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

## **Annex II**

### **TERMS OF REFERENCE**

#### Terms of Reference

“Selection of Handholding Consultant for raising funds through issuance of bonds, monetization of assets & resources and other alternate hybrid model of financial arrangements”

#### The objective of the Assignment

RMC intends to explore the possibility of raising funds from Domestic markets through the issuance of Bond, monetization of revenues and assets and other alternate hybrid model of financial arrangements for the various Projects.

#### Scope of the Work:

1. Handholding in conceptualization for the aforesaid objective of funding requirement, assist in Design, standardization, implementation and monitoring of Accounting system and practices to ensure compliance with the requirement of Regulatory Authorities like SEBI, Stock Exchanges & other agencies for issuance of the Bond or any other alternate hybrid financial arrangement.
2. Handholding in the appointment of Advisor to the Issue, Merchant Bankers, Rating Agencies, Registrar, Trustees, legal councils, Stock Exchanges & coordinating with all the agencies from time to time & ensure smooth functioning of these agencies.
3. To assist RMC in preparation of presentation and documentation required to obtain the necessary permission from the State Government.
4. Assist and supervise for preparation of presentation required at various level.
5. Overall supervision & handholding of Preparation and finalization of Financial Statements and Financial Performance Indicators by the rating agencies both pre & post fund raising activities.
6. Carrying out other Financial Advisory and Management Services as needed or requested for efficient strategy & planning of smooth & timely compilation of interest & principal repayment as per the term of financial arrangement.
7. Reviewing RMC accounting & financial management systems and suggesting modifications/ improvement measures to ensure compliance with its policies, plans, procedures, laws, and regulations.

8. Reviewing RMC accounting & financial management systems and suggesting modifications/improvement measures to ensure compliance with its policies, plans, procedures, laws, and regulations related to the assignment.
9. Assisting RMC in various statutory audits e.g., Annual Audit, Internal Audit, C&AG Audit, etc. from time to time and implementing audit recommendations about the assignment.
10. It will also include services from time to time towards smooth functioning with rating agencies, transaction advisory, merchant bankers, stock exchanges, SEBI, RBI, and other regulatory authorities for the issue and listing of Bond or any other instruments/ mechanism & necessary compliances thereafter.
11. Advising & assisting RMC in coordination with other consultants and agencies working under the management and ensuring the inclusivity for aforesaid activities and compliance thereupon.
12. Advising & assisting RMC in various statutory obligations i.e. Income Tax and any other tax matters and ensuring timely compliances in line with the requirement of various statutory agencies. Also, providing opinions wherever required.
13. To facilitate the selection, finalization, and appointment of carbon credit agencies and further processing thereof, wherever required.
14. Various Certifications are required for the issuance of bonds or any other instruments/ mechanism and compliances thereafter both pre and post issuance.
15. Advising & assisting RMC in any other matter in line with the aforesaid as and when required by the RMC.

#### **Firm/Registered entity Experiences**

The Chartered Accountant Firm is envisaged to play a critical role in handling the proposed fund raising activities & their compliances thereof at the micro-level.

The Firm/ Registered entity eligible for the bidding process must satisfy the following eligibility criteria:

- i. The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN number) and Goods and Service Tax Registration [To provide all Certificates of Registration];
- ii. The Firm should have been in operation for at least 20 years after its registration.
- iii. The Firm should be a partnership firm or LLP with at least 10 Partners.
- iv. The Firm should be empaneled with the Comptroller and Auditor General of India (C&AG) of India as a Major Auditor.

- v. The firm should have a valid peer review certificate as prescribed under the rules of The Institute of Chartered Accountants of India.
- vi. Average Annual Gross Receipts during the last 3 years i.e., FY 2021-22, FY 2022-23, and FY 2023-24 of the Firm must be equal to or more than Rs. 100 Lacs. [To provide copies of audited/certified Financial Statements].

#### Period

The Chartered Accountant Firm will be required to provide the desired services for 12 months after signing the agreement with RMC.

Notwithstanding anything contained hereinabove, RMC reserves the right to extend the tender for 2 years after completion of the agreement period based on performance and discontinue the services of Chartered Accountant Firm in the event their services are evaluated as unsatisfactory at any time during 12 months without any notice.

#### Payment Schedule

The Firm shall be paid a consolidated Monthly Fees as prescribed in the Financial Bid of the proposal during the entire contract period towards outputs and deliverables as mentioned in Terms of Reference.

#### Payment Terms

1. The payment shall be made on monthly basis against the services provided by the Consultant subject to the following terms and conditions:
2. The payment during the entire contract period of 12 months shall be made by the financial proposal submitted by the selected bidder and shall remain valid till the completion of the contract period. Remuneration of the Consultant shall be increased by 10% of quoted rate in the case of extension.
3. Any additional expenses incurred for the activities/travel performed and other out of pocket expenses on official duty, incurred as per RMC rules and duly certified by the RMC, shall be reimbursed on submission of actual bills.
4. RMC reserves the right to deduct the amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of RMC will be final in this regard.

#### Structure of consulting team & roles and responsibilities

1. Selected bidder firm shall be required to appoint team that includes Team leader who must be CA & includes minimum one support staff of having sound knowledge of audit & accounts.

2. Selected Bidder firm shall be required to inform in written via official email about detailed action plan and team members with their name & qualification conducting the work at least 15 days before starting the task.
3. The Team leader of the team shall be responsible for the supervision and overall monitoring of the team. He shall arrange all necessary information for the team from time to time, effectively supervise and control the work.
4. The Team Leader should at least 5 days in a month and Support staff should at least 20 days in a month.

#### Performance Security

The Firm will furnish within 10 days of the issue of Letter of Acceptance (LOA), Fixed Deposit Receipt/ Unconditional Bank Guarantee (in RMC format)/ in favor of “**Commissioner, Rewa Municipal Corporation**” payable/en-cashable at Rewa, from any nationalized or scheduled commercial bank in India for an amount equivalent to 5% (five percent) of the Annual contract value towards Performance Security valid for one year. The successful bidder is required to renew the bank guarantee/Fixed Deposit receipts every year in case of extension. The Bank Guarantee will be released after six months of successful completion of the assignment.

#### CONDITIONS OF CONTRACT:

1. The Consultant shall be responsible for payment of taxes, fees, surcharge, etc. as applicable for the same. The Consultant shall submit monthly invoices with documentary proofs of performance of services for the Authority's considerations.
2. The Consultant shall not adopt any coercive practices or avail any services through a particular source or by any specific means.
3. If in the view of the Authority the performance of the Consultant is not satisfactory, or if it has failed to serve the desired objectives, the Authority, may at its sole discretion, terminate in writing the engagement of the Consultant by giving a one-month notice period.
4. Joint Ventures are not allowed.
5. The decision/ direction of the Authority in all matters shall be final and binding on the Consultant.
6. The appointment is valid only for the contract period and the Consultant will not have any lien to the Authority in any manner after the end of the contract period.
7. Fees payable to rating agencies, transaction advisory, merchant bankers, stock exchanges, SEBI, RBI, and other regulatory authorities for the issue and listing of Bond or any other instruments/ mechanism shall be separately paid to concerned agency or authority. The cost quoted by bidder will not include such specific payment to agencies and authorities.



## **Certification by Bidders**

By submitting a proposal, the Bidder certifies to the Authority that

- i. The only persons or parties interested in the proposal as principals are those named therein;
- ii. The proposal is tendered without collusion with any other person, including partnerships, firms, and corporations;
- iii. if the proposal is accepted, Bidder will execute an agreement on or before the deadline specified by the Authority; and
- iv. the Bidder understands and accepts all conditions and requirements contained in this RFP.

## **Annex III: Evaluation Methodology and Criteria**

### **SELECTION CRITERIA:**

#### **Technical Evaluation**

The selection of the firm will be based on the Quality cum Cost Based Selection (QCBS). The Technical quality of the proposal will be given a weightage of 60% and financial weightage will be 40 %. The maximum marks for each activity of technical bid are as under:

<b>Sr. No</b>	<b>Activities</b>	<b>Max. Score</b>
1	Existence of the Firm	10 Marks
2	Details of no. of partners in Chartered Accountant Firm	10 marks
3	Details of relevant experience of handholding support in bond's issuance / assets/revenue monetization / Strengthening of Own Source Revenues / Similar Nature of assignments of the State/Central Government Undertaking & /or Bodies [Documentary proof/ work orders/client certificates/ completion certificates to be submitted].	20 marks
4	Details of experience of Accounting / Auditing / Budgeting assignment in Urban Local Bodies/ Public Sector Undertakings or Government Organizations. (Out of which 3 Assignment should have minimum fees of 2 Lacs) [Documentary proof/ work orders/client certificates/ completion certificates to be submitted].	20 marks
5	Approach & Methodology of the firm for better understanding of the assignment	10 Marks
6	No of Partners in Firm have DISA Certification	10 Marks
7	Average Gross Receipts of Firm for the last three years.	20 marks

The above marks will be awarded based on the following criteria:

#### **Activity No.1: - Existence of Chartered Accountant Firm**

<b>No. Of Years</b>	<b>Weightage</b>
Less than 20	Not eligible
20-25	5 marks
More than 25	10 marks

**Activity No.2:** - Details of no. of partners in Chartered Accountant Firm as on 01.01.2024 as per ICAI Certificate.

No. Of Partners	Weightage
Less than 10	Not eligible
10-12	10 marks
More than 12	20 marks

**Activity No.3:** - Details of relevant experience of handholding support in bond's issuance / assets/revenue monetization / Strengthening of Own Source Revenues / Similar Nature of assignments of the State / Central Government Undertaking & /or Bodies

No. of Assignments	Weightage
1 Assignment	15 marks
2 Assignments or more	20 marks

**Activity No.4:-**  
Details of

experience of Accounting / Auditing / Budgeting assignment in Urban Local Bodies/ Public Sector Undertakings or Government Organizations. (Out of which 3 Assignment should have minimum fees of 2 Lacs)

Relevant Experience	Weightage
Up to 3 projects	10 marks
3-5 projects	15 marks
More than 5 projects	20 marks

**Activity No.6:** - Details of no. of partners having DISA Qualification

No. Of Partners	Weightage
1	5 marks
2 or More	10 marks

**Activity No.7: -Average Gross Receipts of Firm for the last three years.**

Average Gross Receipts	Weightage
Rs.100 to 200 Lacs per annum	10 marks
More than Rs. 200 Lacs per annum	20 marks

Technical Proposal will be evaluated and only those firms whose

Technical Proposals score 70 (Seventy) marks or more out of 100 (One Hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score T(s). The results of the technical evaluation and invite those firms who have secured the minimum qualifying mark for the opening of the financial proposals shall be uploaded on tender portal. The financial proposal opening date & Time shall notify on tender portal only.

In the second stage, the financial evaluation will be carried out. Applicants shall submit the Financial Proposal indicating the total cost of the Consultancy. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. RMC at its sole discretion will determine whether the Financial Proposals are complete, unqualified, and unconditional.

### **Financial Evaluation**

The selection of the firm will be based on the Quality cum Cost Based Selection (QCBS). The Technical quality of the proposal will be given a weightage of 60% and financial weightage will be 40 %. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given a financial score that is inversely proportionate to their prices. For working out the combined score, the employer will use the following formula:

$$\text{Total points} = T (w) \times T (s) + F (w) \times \text{LEC} / \text{EC},$$

Where T (w) stands for  
technical score weightage, T  
(s) stands for technical score,  
F (w) stands for financial weightage of the  
financial proposal, EC stands for Evaluated  
Cost of the financial proposal,  
LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H1) will be considered for award of contract.

Average Annual Gross Receipt for the works to be provided in the following format for the last 3 financial years to be certified by a chartered accountant.

Particulars	Financial Information		
Financial Year	2021-22	2022-23	2023-24
Annual Gross Receipts (in INR Crore)			
AVERAGE ANNUAL GROSS RECEIPTS			

Note:

- i. Average Annual Gross Receipts during last 3 years FY 2021-22, FY 2022-23 and FY 2023-24) of the Firm must be equal to or more than Rs.100 Lacs.
- ii. Audited balance sheet including all related notes and income statements for the above financial years to been closed.

**Technical Proposal Submission Form**

*[The Applicant shall fill in this form by the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**To:**

Date:

**The Commissioner,**

**Rewa Municipal Corporation,**

**Near Statue Chowk, Beside of Padmdhar Park,**

**Vyankat Road, Ward-18,**

**Rewa, Madhya Pradesh -486001**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Solicitation Documents;
- (b) We offer to supply in conformity with the Bid Solicitation Documents the following **[Title of services]** and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We offer to supply for the sum as may be ascertained by the Financial Proposal submitted by the instructions under the Proposal Instruction Sheet;
- (d) Our proposal shall be valid for **120** days from the date fixed for the opening of Proposals in the Request for Proposal, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period;
- (e) If our proposal is accepted, we commit to obtaining performance security with the instructions under the Proposal Instruction Sheet;
- (f) We have no conflict of interest;
- (g) Our firm, its affiliates, or subsidiaries including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by Employer;
- (h) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

Signed: \_\_\_\_\_ *[insert signature of the person whose name and capacity are shown]* In the capacity of \_\_\_\_\_ *[insert legal capacity of the person signing the Proposal Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of the person signing the Proposal Submission Form]*

Duly authorized to sign the proposal for and on behalf of: \_\_\_\_\_ *[insert complete name of Applicant]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**Annexure A**

**Information of Applicants**

Name of Firm (in Full):	
Type of Legal entity:	
Year of establishment	
Name of Contact Person for this Proposal:	
Address:	
Phone:	
Fax:	
E-mail:	

Details of technical team members proposed having experience in the required area of experience.

*(Enclose recent CVs of the team members highlighting the relevant experience and confirming their availability)*

Experience in working with local communities, educational institutions, & youth for capacity building.

**(Signature of Authorized Person)**

**Annex IV**

**Annexure B**

**Applicant's Experience of Relevant Assignments**

Project	Client Name	Contract Value	Period of performance (from/to)	Description of Actual Services Provided	Present Status of the Assignment
1-					
2-					
3-					

**N.B:** Separate forms for each Company/ Client may be used. Copies of Assignment orders shall be attached along with the application.

**(Signature of Authorized Person)**



**Annexure C****Sample CV template:**

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualifications		
Employment Record: [Insert details of as many other appropriate records as necessary]		
From[Year]:_____To[Year]:_____		
Employer:_____		
Positionsheld:_____		
Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]		
Period: From – To	Name of project/organization:	Job Title, main project features, andActivities undertaken

**Financial Proposal**

(to be submitted online only).

Date:

**To:**

**The Commissioner,**

**Rewa Municipal Corporation,**

**Near Statue Chowk, Beside of Padmdhar Park,**

**Vyankat Road, Ward-18,**

**Rewa, Madhya Pradesh -486001**

**Project: Request for Proposals for Selection of Handholding Consultant for raising funds through issuance of bonds, monetization of revenues & assets and other alternate hybrid model of financial arrangements**

Sir,

1. I the undersigned, offer to provide the consulting services for the above by your Request for Proposal.
2. My Financial Proposal is given below:

<b>S. NO</b>	<b>Description</b>	<b>Quoted Fees in Rs.</b>
<b>1</b>	Selection of Handholding Consultant for raising funds through issuance of bonds, monetization of revenues & assets and other alternate hybrid model of financial arrangements	

**Total in words: Rs. \_\_\_\_\_**

***The Amount/ Fee quoted is inclusive of all taxes, duties, surcharge, etc. but exclusive of GST. GST shall be paid extra.***

3. My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations if any.
4. I understand that you are not bound to accept any Proposal you receive.

Our Financial Proposal is without any condition and shall be binding upon us, i.e. 120 calendar days from the last date of submission of this Proposal.

Yours faithfully,

(Signature and name of the Applicant)

Address:

Mobile No:

E-mail ID:

## **Exhibit A**

### **AGREEMENT FORM**

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## AGREEMENT

### Preparation of.....for ..... Project

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the [ ] (hereinafter called the

“**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,

..... (hereinafter called

the “**Consultant**” which expression shall include their respective successors and permitted assigns). WHEREAS

- (A) The Authority vide its Request for Proposal for \_\_\_ (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as outlined in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated.....(the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

### 1. GENERAL

#### 1.1 Definitions and Interpretation

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

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning outlined in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning outlined in Clause 3.3;

- (e) **“Conflict of Interest”** shall have the meaning outlined in Clause 3.2 read with the provisions of RFP;
- (f) **“Dispute”** shall have the meaning outlined in Clause 9.2.1;
- (g) **“Effective Date”** means the date on which this Agreement comes into force and effect under Clause 2.1;
- (h) **“INR, Re. or Rs.”** means Indian Rupees;
- (i) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (j) **“Personnel”** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (l) **“Services”** means the work to be performed by the Consultant under this Agreement, as described in the Terms of Reference hereto;
- (m) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant, or a Sub-Consultant.

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

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

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

## 1.2 Relation between the Parties

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

## 1.3 Rights and obligations

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

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

#### 1.4 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted by and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### 1.5 Language

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

#### 1.6 Table of contents and headings

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

#### 1.7 Notices

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

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for the attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgment due, airmail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgment due, airmail or by courier;and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery;

provided that in the case of an e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

## 1.8 Location

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

## 1.9 Deleted

## 1.10 Authorized Representatives

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

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

Name & Designation: .....

Tel:..... Mobile:..... Email:.....

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

Name & Designation: .....

Tel:..... Mobile:..... Email:.....



### 1.11 Taxes and duties

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

## 2. COMMENCEMENT, COMPLETION, AND TERMINATION

### 2.1 Effectiveness of Agreement

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

### 2.2 Commencement of Services

The Consultant shall commence the Services within 7 (seven) days from the Effective Date unless otherwise agreed by the Parties.

### 2.3 Termination of Agreement for failure to commence Services

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

### 2.4 Expiry of Agreement

Unless terminated earlier under Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of [1 (One) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### 2.5 Entire Agreement

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

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

### 2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be

made by written agreement between the Parties. Under Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7 ForceMajeure

### 2.7.1 Definition

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

### 2.7.2 No breach of Agreement

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

### 2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event, no later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of time**

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

#### **2.7.5 Payments**

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

#### **2.7.6 Consultation**

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

### **2.8 Suspension of Agreement**

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

### **2.9 Termination of Agreement**

#### **2.9.1 Termination by the Authority**

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension under Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings under Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data, or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect, or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2 Termination by the Consultant**

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

- (a) the Authority fails to pay any money due to the Consultant under this Agreement and is not subject to a dispute under Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations under this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration under Clause 9 hereof.

### **2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement under Clauses 2.3 or 2.9 hereof, or expiration of this Agreement under Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or

which expressly survive such Termination; (ii) the obligation of confidentiality outlined in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying, and auditing of such of its accounts and records outlined in Clause 3.6, as related to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### **2.9.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other under Clauses 2.9.1 or

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

#### **2.9.5 Payment upon Termination**

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

- i. remuneration under Clause 6 hereof for Services satisfactorily performed before the date of termination;
- ii. reimbursable expenditures under Clause 6 hereof for expenditures incurred before the date of termination; and
- iii. except in the case of termination under sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### **2.9.6 Disputes about Events of Termination**

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

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and

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

### **3.1.2 Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the schedule stated therein.

### **3.1.3 Applicable Laws**

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

## **3.2 Conflict of Interest**

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

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

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

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

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

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

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the **"Prohibited Practices"**). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this

Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed on genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost, and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;



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

### 3.3 Confidentiality

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

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

- (i) was in the public domain before its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the

circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### 3.4 Liability of the Consultant

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

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

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

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Agreement Value outlined in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such liability by Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### 3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies, and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be canceled, modified, or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

(a) Third-Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 10 (Ten)Lakh];

(b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and any Sub-Consultant, by Applicable Laws; and

(c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less

than the amount stated in Clause 6.1.2 of the Agreement. In the case of a consortium, the policy should be in the name of the Lead Member and not in the name of individual Members of the consortium.

### 3.6 Accounting, inspection, and auditing

The Consultant shall:

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

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

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

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

### 3.8 Reporting obligations

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

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

3.9.1 All plans, drawings, specifications, designs, reports, and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of

which the owner of the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub- Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties, or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub- Consultants or a Third Party to perform any of its duties or obligations about securing the aforementioned rights of the Authority.

#### 3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials by the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### 3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and all Personnel during office hours. The Authority's official, who has been authorized by the Authority on this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### 3.12 Accuracy of Documents

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

## 4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

### 4.1 General

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

### 4.2 Approval of Personnel

- 4.2.1 No Professional Personnel shall be engaged without prior approval of the Authority.
- 4.2.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided in the RFP.

## 5. OBLIGATIONS OF THE AUTHORITY

### 5.1 Assistance in clearances etc.

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

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) the issue to officials, agents, and representatives of the

Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

## 5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on

(i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof under Clause 6.1.3.

## 5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws concerning taxes and duties which increases or decreases the cost of reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two percent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

## 5.4 Payment

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

## 6. PAYMENT TO THECONSULTANT

### 6.1 Cost estimates and Agreement Value

**6.1.1** An abstract of the cost of the Services payable to the Consultant is outlined inAnnex-2 of the Agreement.

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

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if under the provisions ofClauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value outlined in Clause 6.1.2 above shall be increased by the amount or amounts, as the case



may be, of any such additional payments.

## 6.2 Currency of payment

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

## 6.3 Mode of billing and payment

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

-

- (a) No Mobilization Advance shall be paid to the consultant.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-2 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work about the preceding stage.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid more than the amounts payable by the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the



Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report by Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.

- (f) 10% (ten percent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Agreement. In the event the Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 12 (twelve) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## 7. LIQUIDATED DAMAGES AND PENALTIES

### 7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement under Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security by the provisions of this Agreement.

7.1.2 The Consultant may, instead of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-4 of this Agreement.

### 7.2 Liquidated Damages

#### 7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be reasonably quantified by the

Authority and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.

#### **7.2.2 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an as defined in Annex 2 of the Agreement (Exhibit A), subject to a maximum of 20% (ten percent) of the Agreement Value will be imposed and shall be recovered by an appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, a suitable extension of time shall be granted.

#### **7.2.3 Encashment and appropriation of Performance Security**

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

#### **7.3 Penalty for deficiency in Services**

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

### **8. FAIRNESS AND GOOD FAITH**

#### **8.1 Good Faith**

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

#### **8.2 Operation of the Agreement**

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

### **9. SETTLEMENT OF DISPUTES**

#### **9.1 Amicable settlement**

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

## 9.2 Dispute resolution

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

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

## 9.3 Conciliation

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

## 9.4 Arbitration

9.4.1 Any dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed by Clause

9.4.2. Such arbitration shall be held by the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator appointed by the Rules for the entire arbitration process.

9.4.3 The arbitrator shall make a reasoned award (the “**Award**”). Any award made in any arbitration held under this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to

carry out such Award without delay.

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:  
Authority (Signature)

(Name)

(Designation)

(Address)

In the presence of

SIGNED, SEALED AND DELIVERED

For and on behalf of  
(Signature)

(Name)

(Designation)

(Address)

In the presence of:

Annex 1: **Terms of Reference**

(Reproduce of RFP Annex II)

Annex 2: **Cost of Services**

<b>S. NO</b>	<b>Description</b>	<b>Quoted Fees in Rs.</b>
<b>1</b>	Selection of Handholding Consultant for raising funds through issuance of bonds, monetization of revenues & assets and other alternate hybrid model of financial arrangements	

**Total in words: Rs.**\_\_\_\_\_

***The Amount/ Fee quoted is inclusive of all taxes, duties, surcharge, etc. but exclusive of GST. GST shall be paid extra.***

Payment Terms:

Annex 4

**Bank Guarantee for Performance Security**

To

Commissioner,

Rewa Municipal Corporation

Inconsideration of..... acting on behalf of **Rewa Municipal Corporation** (hereinafter referred to as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns) awarding to

....., having its office at ..... (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement ..... no ..... dated

..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect to the ..... Project, and

The Consultant has agreed to furnish a Bank Guarantee amounting to Rs ..... (Rupees ..... ) to the Authority for the performance of the said Agreement.

We,..... (hereinafter referred to as the “**Bank**”) at the request of the Consultant do

Hereby undertake to pay to the Authority an amount not exceeding Rs (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority because of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts

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

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

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



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

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

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

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

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name, and designation of the authorized signatory)

#### NOTES:

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