

RAJASTHAN HOUSING BOARD

No.: ACE-1/19-20/319

Date: 6.11.19

EXPRESSION OF INTEREST NO. ACE-I/8/2019-20

**FOR CONSULTANCY SERVICES FOR PROVIDING FEASIBILITY REPORT ON
FINANCIAL VIABILITY FOR SETTING UP OF COACHING HUB IN SCTOR 16,
PRATAP NAGAR, JAIPUR**

Expression of interest is invited online through E-Procurement process in prescribed proforma from competent consultants/Firms for consultancy services for providing feasibility report on financial viability for setting up of coaching hub in sector 16, Patatp Nagar, Jaipur. The Consultants/ Firms having extensive experience in the field of consultancy for providing feasibility report on financial viability may apply online in the prescribed proforma through E-Procurement process. The documents may be downloaded from the site E -Procurement portal of Rajasthan State, RHB website urban.rajasthan.gov.in/rhb and sppp.rajasthan.gov.in

Approximate cost of wok	Rs. 2500000.00
Period for online bidding	8.11.19 to 18.11.19 upto 6 PM
Pre Bid Date and Time	13.11.19 at 11 AM in Board Room
Last Date for online bidding.	18.11.19 upto 6 PM
Last Date to deposit offline original documents and Demand Draft.	19.11.19 upto 6 PM
Date and Time to open Technical Bid online	20.11.19 at 11 AM
Date and Time to open Financial Bid online	25.11.19 at 11 AM
SPPP UBN NUMBER	RHB1920SLOB00128

The document duly completed along with the EMD of Rs. 50000.00, Bid Cost 2360.00 (non refundable) in favour of Rajasthan Housing Board, Jaipur & Processing Fee Rs 1180.00 (non refundable) in favour of M.D.R.I.S.L. Ltd., Jaipur in the form of Demand Draft/banker's cheque and details of works executed in last five years in prescribed proforma with supporting documents should positively reach in the office of the Addl.Chief Engineer-I, RHB, Jaipur.

The decision of the competent authority in this regard shall be final.


ADDL.CHIEF ENGINEER-1

RAJASTHAN HOUSING BOARD, JAIPUR

REQUEST FOR PROPOSAL (“RFP”)

FOR APPOINTMENT OF

CONSULTANT

FOR

Consultancy services for providing feasibility report on financial viability for
setting up of coaching hub in sector 16 of Pratap Nagar , RHB Jaipur

ADDITIONAL CHIEF ENGINEER-I

RAJASTHAN HOUSING BOARD

AWAS BHAWAN, JAN PATH

JAIPUR

Tel: +91-0141-2741950

E-mail : ace1.rhb@rajasthan.gov.in



DISCLAIMER

The information contained in this Request for Proposal (“**RFP**”) Document (“**RFP Document**”) by or on behalf of RAJASTHAN HOUSING BOARD (“**RHB**”) is provided to Bidders 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 RHB 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 the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by RHB in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for RHB, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that RHB is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and RHB reserves

the right to reject all or any of the Bids without assigning any reasons 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 RHB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and RHB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

RAJASTHAN HOUSING BOARD, JAIPUR

TO BE FILLED-IN BY THE BIDDER ABSTRACT OF DETAILS

NAME OF WORK: Consultancy services for providing feasibility report on financial viability for setting up of coaching hub in sector 16 of Pratap Nagar , RHB Jaipur

1. Detail of Similar Item of work executed during last five financial years.

S.No.	Item	Financial Year	Unit	Experience in providing consultancy services for similar work (Built Up area)	Experience certificate Enclosed at Page No
1	Consultancy services to provide detailed project report including feasibility and financial viability etc for coaching/educational institute or similar works.	2014-15	Sqm		
		2015-16	Sqm		
		2016-17	Sqm		
		2017-18	Sqm		
		2018-19	Sqm		
		Total			

2. Amount of total work executed for experience of Completion of any professional educational projects (not more than 3) of similar nature work such as Coaching Institute/Educational Institute during last five financial years.

S.No.	Name of work	Date of commencement	Date of Completion	Total fess for the work done in lakh	Chartered accountant Certificate Enclosed at C.P.
	Total				

I hereby declare that the information furnished above S.No. 1 and 2 are correct and have not concealed any information concerned to the technical bid.

Date

Signature of Bidder

RAJASTHAN HOUSING BOARD

No.: ACE-1/19-20/319

Date: 6.11.19

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FOR CONSULTANCY SERVICES FOR PROVIDING FEASIBILITY REPORT ON FINANCIAL VIABILITY FOR SETTING UP OF COACHING HUB IN SECTOR 16, PRATAP NAGAR, JAIPUR

Expression of interest is invited online through E-Procurement process in prescribed proforma from competent consultants/Firms for consultancy services for providing feasibility report on financial viability for setting up of coaching hub in sector 16, Patatp Nagar, Jaipur. The Consultants/ Firms having extensive experience in the field of consultancy for providing feasibility report on financial viability may apply online in the prescribed proforma through E-Procurement process . The documents may be downloaded from the site E –Procurement portal of Rajasthan State, RHB website urban.rajasthan.gov.in/rhb and sppp.rajasthan.gov.in

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The decision of the competent authority in this regard shall be final.

ADDL. CHIEF ENGINEER-1

1.1 Background

1. Introduction

1.1.1 RHB Intends to develop about 66000 sqmts. of land situated in sector 16, Partap Nagar, Jaipur as Jaipur Coaching Hub.

Lay out plan of Project is given in the Schedule -3.

1.1.2 RHB intends to develop Coaching Hub at Sector – 16, Pratap Nagar, Jaipur. The scope of this consultancy is to prepare DPR of the project for Financial Viability of the project, Cost Analysis ratio, Leasing out/Sold out ratio of area, master planning and mode of operation for the area which is not to be sold/leased etc.

1.2 Request for Proposal

1.2.1 RHB has issued request for proposal (the “**RFP**”) for selection of Consultant (the “**Consultant**”) for providing consultancy services for Preparation of DPR

1.2.2 RHB intends to select the Consultant through an online competitive bidding.

1.3 Due Diligence by Bidders

Bidders are encouraged to inform themselves fully about the Projects and the local conditions before submitting the Bid by paying a visit to the project site.

1.4 Cost of RFP Document

Cost of RFP document is Rs. 2000.00 plus GST 18%

1.5 Validity of the Bid

The Bid shall be valid for a period of not less than 90 days from the Bid Due Date (“**BDD**”).

1.6 Brief Discussion of the Selection Process of Consultant

For this RFP, RHB has adopted a single-stage selection process (the “**Selection Process**”) for selection of the Bidder for award of the Projects. The Bid comprising Technical Bid and Financial Bid (“**Bid**”) is to be submitted online.

The evaluation of the Financial Bid will be carried out as specified in Clause 3. RHB’s decision shall remain final for all purposes and references.

1.7 Payment

All payments to and by the Consultant shall be made in INR in India in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

RHB would endeavor to adhere to the following schedule:

As per EOI

1.9 Communications

1.9.1 All communications should be addressed to:

Addl. Chief Engineer-I,
RAJASTHAN HOUSING BOARD
JAN PATH,
JAIPUR

EMAIL- ace1.rhb@rajasthan.gov.in

Tel: +91-0141-2741950

1.9.2 The information related to the RFP can be found on the website of the RHB (<https://urban.rajasthan.gov.in/rhb>) and e-procurement portal of Rajasthan State

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

RFP for coaching hub

REQUEST FOR PROPOSAL FOR APPOINTMENT OF CONSULTANT FOR
PREPARATION OF DPR FOR
DEVELOPMENT OF COACHING HUB IN SECTOR 16, PRATAP NAGAR,
JAIPUR

1.10 Corrigendum/Addendum/Clarifications

Any corrigendum/ addendum/ clarifications/ reply to queries issued by RHB for the RFP shall be uploaded only on the website of RHB and on the e-Procurement Portal of Rajasthan State, no separate information shall be communicated to individual Bidders.

2. Instructions to Bidders

A. General

2.1 Scope of Bid

2.1.1 Detailed description of the objectives, scope of work, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The term Bidder (the “**Bidder**”) means the sole firm or the lead member (“**Lead Member**”), as the case may be. Bidder shall have/establish an office in India for this work and this Indian office address shall be treated as address for all official communication.

2.1.2 The Bidder shall submit its Bid in the form and manner specified in the RFP. The Technical Bid shall be submitted in the form at Appendix-I and the Financial Bid shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an Agreement with RHB in the form specified at Schedule-2.

2.1.3 In case of a Consortium of firm, all the members of the Consortium shall be jointly and severally liable to the RHB for the performance of the services.

2.2 Conditions of Eligibility of Bidder

2.2.1 Work Experience :

(i) Completion of any professional educational project, in previous 5 years, having minimum built up area 3.50 Lakhs sqft , (in total) with requirement similar to the salient features of the project as given in RFP, in any of one project , for any government or private group, in case of private group fees and tax paid certificate from the company chartered accountant will be mandatory to be submitted ,

(ii) The firm in previous 5 years should have experience of Completion of any professional educational projects (not more than 3) of similar nature work such as Coaching Institute/Educational Institute in which the fees received of amount not less than Rs. 25.00 lakh during last five years in total.

2.2.2 Key Personnel: The Consultancy Team shall consist of the key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below. The conditions related to availability/deployment of the Key Personnel shall apply in RFP and as defined hereunder:

Key Personnel	Educational Qualification	Length of Professional Experience before BDD
Team Leader- cum- Financial Expert	MBA (Finance) /CA /CMA from ICAI or equivalent.	7 years
Educational Institute / Coaching field Expert	MBA or equivalent in Marketing	5 years
Marketing Expert in Coaching/Educational Institute	MBA or equivalent in Marketing	3 Years

Civil Engineer	Graduate Engineer	3 years
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Note : The Bidder should have to submit the particulars of “Key Personnel” in form 3 of Appendix-I in their Technical Bid. Any Bid without the above details of Key Personnel shall be treated as non responsive and shall be liable to be rejected.

2.2.3 The Bidder should submit a Power of Attorney as per the format at Form-2 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Bid is signed by an Authorized Representative of the Bidder, in case the Bidder is a partnership firm or limited liability partnership. A copy of company/ board resolution giving signing authority to the Authorized Representative should be submitted in such case.

2.2.4 Any entity which has been barred by the Central Government, any State Government, a Statutory Authority or a Public-Sector Undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid either by itself or through its Associate.

2.2.5 A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate

2.2.6 Joint venture (1+1) is permitted

2.3 Conflict of Interest

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

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

2.3.3 The Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Bidder, its Consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Bidder, its Consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 25% (Twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 2 (72) of the Companies Act, 2013.

For the purposes of this Clause 2.3.3(a) indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (d) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- (e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Bidder; or
- (f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to RHB for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by RHB to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or subcontractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or subcontractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72) of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to

a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 The Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for RHB in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for RHB in accordance with the rules of RHB. 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 25% (twenty-five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to RHB as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the preliminary Bids for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. RHB shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Bids

No Bidder or its Associate shall submit more than one Bid for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.5 Cost of Bid

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

2.6 Site visit and verification of Information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, potential for coaching institutes, local bye laws, FAR etc., Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Bidder

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the RHB;

- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of RHB or relating to any of the matters referred to in the clause 2.6 above.
- (d) satisfied itself about all matters, things and information, including matters referred to in clause 2.6 herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8 Right to reject any or all Bids

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

2.8.2 Without prejudice to the generality of this clause, RHB reserves the right to reject any Bid if

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

2.8.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder is the Lead Member of a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest ranking Bidder gets disqualified / rejected, then RHB reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of RHB, including annulment of the Selection Process.

B. DOCUMENTS

2.9 RFP & Clarifications

2.9.1 Contents of the RFP: This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with clause 2.10:

Request for Proposal

1. Introduction
2. Instructions to Bidders
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Appendices

Appendix-I: Technical Bid

Form 1: Letter comprising the Bid

Form 2: Power of Attorney
Form 3: Particulars of Key Personnel
Form 4: Proposal for Sub-Consultant(s)

Appendix-II: Financial Bid

Form 1: Financial Bid

Schedules

1. Terms of Reference
2. Form of Agreement
 - Annex-1: Terms of Reference
 - Annex-2: Cost of Services
 - Annex-3: Payment Schedule
 - Annex-4: Bank Guarantee for Performance Guarantee
3. Details of Project (s)

2.9.2 Clarifications

- a) Bidders requiring any clarification on the RFP may send their queries to RHB in writing or through email on acel.rhb@rajasthan.gov.in before the BDD mentioned in the Schedule of Selection Process at Clause 1.8.
- b) RHB shall endeavor to respond to the queries within the reasonable period prior to the Bid Due Date. RHB will post the reply to all such queries on e-Procurement Portal of Rajasthan State and the Website of RHB only.
- c) RHB reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9.2 shall be construed as obliging RHB to respond to any question or to provide any clarification.

2.10 Amendment of RFP

2.10.1 At any time prior to the Bid Due Date, RHB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addenda.

2.10.2 Any addendum issued hereunder will only be uploaded on the e-Procurement Portal and the website of RHB.

2.10.3 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, RHB may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

2.11.1 The Bid will consist of Technical Bid and Financial Bid (“**Bid**”). All communications in relation to or concerning the Selection Process/Bid shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English by certified translator and duly stamped by the embassy of the country, in which case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

2.12 Format and Signing of Bid

2.12.1 The Bidder shall provide all the information sought under this RFP. RHB would evaluate only those Bids that are received in the specified forms and complete in all respects.

2.12.2 The Bid must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the authorised representative of the Lead Member, in case of Consortium.

2.12.3 A copy of the Power of Attorney in favor of Authorized Representative of the Bidder and notarized by a notary public in the form specified in Appendix -I (Form-2) shall accompany the Bid. However, that such Power of Attorney would not be required if the application is signed by an Authorized Representative of the Bidder, in case the Bidder is a partnership firm or limited liability partnership. A copy of company/ board resolution giving signing authority to the Authorized Representative should be submitted in such case.

2.12.4 Bidders should note the Bid Due Date, as specified in Clause 1.8, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by RHB, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Due Date as specified in Clause 1.8. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the Bid Due Date, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, RHB reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.19.

2.13 Technical Bid

2.13.1 Bidders shall submit the technical bid in the formats at Appendix- I (the “**Technical Bid**”).

2.13.2 While submitting the Technical Bid, the Bidder shall, in particular, ensure that:

- i. The Earnest money is provided;
- ii. All forms are submitted in the prescribed formats;
- iii. Power of Attorney, if applicable, is executed as per Applicable Laws;
- iv. Details of Key Personnel in Form 4 has been furnished;

- v. Bidder Key Personnel would be available for the period indicated in the TOR;
- vi. The Bid is responsive in terms of Clause 2.17.3.

2.13.3 Failure to comply with the requirements spelt out in this clause 2.13 shall make the Bid liable to be rejected.

2.13.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of RHB for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

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

2.13.6 The proposed team shall be composed of experts and specialists in their respective areas of expertise and managerial/support staff such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Form 3 of Appendix-I should lead the proposed team of professional personnel. Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.

2.13.7 A Bidder may, if it considers necessary, propose suitable sub-consultant (“**Sub-Consultant**”) in specific areas of expertise. Credentials of such firms should be submitted in Form-4 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.13.8 RHB reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by RHB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of RHB there under.

2.13.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by RHB without RHB being liable in any manner whatsoever to the Bidder or Consultant, as the case may be. In such an event, RHB shall forfeit and appropriate the Earnest money as mutually agreed pre-estimated compensation and damages payable to RHB for, inter alia, time, cost and effort of RHB, without prejudice to any other right or remedy that may be available to RHB.

2.14 Financial Bid

2.14.1 The Bidders shall submit the financial bid online.

2.14.2 While submitting the Financial Bid, the Bidder shall ensure the following:

- i. All the costs associated with the Consulting shall be included in the Financial Bid. These shall normally cover remuneration for all the personnel (expatriate and resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Bid 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 Bid, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Bid shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Bid. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.
- iv. Payment shall be made in INR in India only.
- v. There is no provision of mobilization advance in this Project(s).

2.15 Submission of Bid

2.15.1 Registration on e-Procurement Portal

- (a) Bidders are required to enroll on e-Procurement Portal of the Rajasthan State Public Procurement Portal
- (b) As part of enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- (c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.
- (d) Only one valid DSC should be registered by the Bidder. Please note that the Bidders are responsible to ensure that they don't lend their DSC's to others which may lead to misuse.
- (e) Bidders can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

2.15.2 Searching for RFP

- (a) There are various search options built in the e-Procurement Portal, to facilitate the Bidders to search this RFP Document by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc.
- (b) Once the Bidder have selected this RFP document they may download the required documents. These RFP Documents can be moved to respective 'My Tenders' folder. This would enable the e-Procurement Portal to intimate the Bidders through SMS/E-mail in case there is any corrigendum issued to the RFP Document.

2.15.3 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the RFP Document before submitting their Bid.
- b) Bidders is advised to go through the advertisement/NIT and the RFP Document carefully to understand the documents required to be submitted as part of the Bid. Bidder may please note the number of covers in which the RFP documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.

2.15.4 Submission of Bids

- (a) Bid can be submitted only during the period of Bid Due Date.
- (b) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid Due Date and time. Bidder will be responsible for any delay due to other issues.
- (c) The Bidder has to be digitally sign and upload the required Bid documents one by one as indicated in RFP document.
- (d) Bidder should pay the Earnest money as specified in clause 1.4 & 2.16 respectively in the office of Additional Chief Engineer-I as indicated in NIT
- (e) Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the financial Bid has been given as a standard BOQ format with the RFP documents, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BOQ file, open it and complete the white colored (Unprotected) cells with their respective financial quotes and their details (such as name of the Bidder). No other cell should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.
- (f) In addition to the above, physical submission of various documents as mentioned in NIT are required in this RFP in original in the office of Additional Chief Engineer-I, RHB on or before 21-11-2019 up to 1800 Hrs.

2.15.5 RHB reserves the right to cancel the Selection Process before submission/opening of Bids, postpone the Bid submission/ opening date and to accept/reject any or all Bids without assigning any reasons thereof. RHB's assessment of suitability as per eligibility criteria shall be final and binding.

2.15.6 The Bidder may note that they are liable to be disqualified at any time during qualification process in case any of the information furnished by them is not found to be true. The decision of RHB in this regard shall be final and binding.

2.16 Earnest Money

2.16.1 The Bidder shall furnish as part of its Bid, a earnest money (the “**Earnest Money**”) of INR 50,000/- (Rs. Fifty Thousand only) through Demand draft/ bankers cheque in favour of Rajasthan Housing Board, Jaipur.

2.16.2 Any Bid not accompanied by the Earnest money shall be summarily rejected by RHB.

2.16.3 RHB shall not be liable to pay any interest on the Earnest money and the same shall be interest free.

2.16.4 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to RHB’s any other right or remedy hereunder or in law or otherwise, the Earnest money shall be forfeited and appropriated by RHB as the mutually agreed pre- estimated compensation and damage payable to RHB for, inter alia, the time, cost and effort of RHB in regard to the RFP including the consideration and evaluation of the Bid under the following conditions:

- a) If an Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- b) If an Bidder withdraws its Bid during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- c) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required in Clause 2.20.1;
- d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the Consultancy as specified in Clauses 2.25 and 2.27.
- e) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION OF BIDS

2.17 Evaluation of Bids

2.17.1 RHB shall open the Bids on the Bid Due Date, at the place specified in Clause 1.8 and in the presence of the Bidders who choose to attend.

2.17.2 Prior to evaluation of Bids. RHB will determine whether each Bid is responsive to the requirements of the RFP. RHB may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- a) The Technical Bid is received in the form specified at Appendix-I;
- b) Documents as requested in Appendix-I are submitted;
- c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.10;
- d) it is signed, as stipulated in Clauses 2.12;
- e) it is accompanied by the Power of Attorney, if applicable, as specified in Form 2 of Appendix I in physical form;
- f) it contains all the information (complete in all respects) as requested in the RFP;
- g) it does not contain any condition or qualification; and
- h) it is not non-responsive in terms hereof.

2.17.3 RHB reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by RHB in respect of such Bid.

2.17.4 RHB shall subsequently examine and evaluate Bids in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP. Financial Bids of responsive Bidders whose Technical Bid is responsive and meets the requirements as given in clause 2.2 shall be opened on the date notified after completion of evaluation of Technical

Bid.

2.17.5 Opening of Financial Bids shall be done in presence of respective representatives of Bidders who choose to be present. RHB will not entertain any query or clarification from Bidders who fail to qualify at any stage of the selection process. The evaluation of Financial Bid shall be carried out in terms of Clause 3. Any misrepresentation of information and/or non-conformity to the requirements of the RFP shall make the Bid liable to be rejected.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising RHB in relation to matters arising out of, or concerning the Selection Process. RHB shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. RHB may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or RHB or as may be required by law or in connection with any legal process.

2.19 Clarifications

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

2.19.2 If a Bidder does not provide clarifications sought under Clause 2.19.1 above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, RHB may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of RHB.

E. APPOINTMENT OF CONSULTANT

2.20 Negotiations

2.20.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. Notwithstanding anything mentioned here above, RHB shall have the right to include reduction to the price of the Bid in the negotiations, if same is deemed warranted and necessary.

2.20.2 RHB will examine the CVs of all Key Personnel & Support Personnel and those not found meeting the requirements as mentioned under the Clause 2.2 respectively shall be replaced by the Bidder to the satisfaction of RHB.

2.20.3 RHB will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of RHB.

2.21 Substitution of Key personnel

2.21.1 RHB will not normally consider any request of the Selected Bidder for substitution of Key Personnel provided in this RFP. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of RHB.

2.21.2 RHB expects all the Key Personnel to be available during implementation of the Project. RHB will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of RHB. As a condition to such substitution, a sum equal to 10% (Ten percent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant.

2.21.3 Substitution of the Team Leader-cum-Financial Expert will not normally be considered and may lead to termination of the Agreement.

2.22 Indemnity

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

2.23 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by RHB to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, RHB may, unless it consents to extension of time for submission thereof, appropriate the Earnest money of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by RHB on account of failure of the Selected Bidder to acknowledge the LOA, and the next lowest Bidder may be considered.

2.24 Performance Guarantee

2.24.1 The successful Consultant shall submit a Performance Guarantee to RHB for a sum equivalent to 5% of the cost of the Consultancy (as considered for the purpose of evaluation”). The Performance Guarantee shall be submitted within 3 days of issue of LOA.

2.24.2 The Performance Guarantee shall be in the form of an irrevocable Bank Guarantee (as per Annexure 4) / Demand Draft / Bankers” Cheque or Pay Order in favour of “RHB, Jaipur”, drawn on any nationalized or scheduled commercial bank and payable at Jaipur. The said Performance Guarantee will be kept valid for three months over and above the scheduled period of completion of work.

2.24.3 The Performance Guarantee would however be forfeited in case of any event of default leading to termination of contract as described in the Agreement.

2.24.4 The Performance Guarantee shall be released two months after the payment of final bill.

2.25 Execution of Agreement

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

2.26 Consultant’s Office

Consultant must have/establish an office in India, preferably in Jaipur for close co- ordination.

2.27 Commencement of Consultancy

The Consultant shall commence the Consultancy within 3 (Three) days of the date of the LOA or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.25 or commence the Consultancy as specified herein, RHB may invite the second ranked Bidder for negotiations. In such an event, the Earnest money of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.16.4. The Consultant shall commence the services for each Project within a period of 3 (Three) days from the date of receipt of go-ahead for respective Project by RHB, unless otherwise agreed by the parties.

2.28 Proprietary Data

Subject to the provisions of clause 2.18, all documents and other information provided by RHB or submitted by the Bidder to RHB shall remain or become the property of RHB. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. RHB will not return any Bid or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to RHB in relation to the Consultancy shall be the property of RHB.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Bids

3.1.1 A two-step procedure will be adopted for evaluation of Bids. The technical Bids will be evaluated first for the responsiveness as specified in 2.17.2. The Financial Bids of only those firms will be opened who fulfill the eligibility requirements as specified in clause 2.2.

3.1.2 The lowest Financial Bid (quoting the lowest price) out of the Bids whose Financial Bid was opened would be selected for the assignment.

3.1.3 The second lowest Bidder shall be kept in reserve and may be invited for negotiation in case the first lowest Bidder withdraws or fails to comply with the requirements of the RFP including Clauses 2.20, 2.24, 2.25 and 2.27 as the case may be.

3.1.4 RHB will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Terms of Reference (“**TOR**”) within the total quoted price shall be that of the Consultant.

3.1.5 If the Financial Bid of two or more Bidders are same, RHB shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend.

4. FRAUD & CORRUPT PRACTICES

4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, RHB shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, RHB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest money or Performance Guarantee, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to RHB for, inter alia, time, cost and effort of RHB, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

4.1.2 Without prejudice to the rights of RHB under Clause 4.1.1 hereinabove and the rights and remedies which RHB may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by RHB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by RHB during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by RHB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RHB who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RHB, shall be deemed to constitute influencing the actions of person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of RHB in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by RHB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.1.2 RHB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to RHB by, on behalf of and/or in relation to any Bidder; and/or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

5.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases RHB, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.1.4 All documents and other information supplied by RHB or submitted by the Bidder shall remain or become, as the case may be, the property of RHB. RHB will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

APPENDICES

Annexure 1 to Form 1 of APPENDIX-I

Checklist for List of Documents to be submitted physically in original hard copy also

SN	Documents	Enclosures in original copy
1.	Form 1 Letter Comprising the Bid	
2.	Form 2 - Power of Attorney	

APPENDIX-I
(See Clause 2.1.2 of Instruction to Bidder)
TECHNICAL BID
Form 1
Letter Comprising the Bid
(On Bidder's/Lead Member letter head)

(Date and Reference)

To,

Addl. Chief Engineer-I
Rajasthan Housing Board
Janpath
Jaipur-302015
Rajasthan

Sub: Appointment of consultant to prepare DPR of the project, Financial Viability of the project, Cost Analysis ratio, Leasing out/Sold out ratio of area, master planning and mode of operation for the area which is not to be sold/leased etc.

Dear Sir,

1. With reference to your RFP Document dated *****, I/We, having examined all relevant documents and understood their contents, hereby submit our Bid to prepare DPR of the project, Financial Viability of the project, Cost Analysis ratio, Leasing out/Sold out ratio of area, master planning and mode of operation for the area which is not to be sold/leased etc. for development of approx 67000 sqmt. of land as coaching hub in sector 16, Partap Nagar, Jaipur . The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to RHB any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/We acknowledge the right of RHB to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the Consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by RHB;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of the RFP document, in respect of

any tender or request for Proposal issued by or any agreement entered into with RHB or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
 9. I/We declare that We/any member of the Consortium, are/is not a Member of a/any other Consortium applying for selection as a Consultant.
 10. I/We certify that in regard to matters other than guarantee and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that in regard to matters relating to guarantee and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ managers/ employees.
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by RHB [and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. The Earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) has been submitted in accordance with the RFP document.
 15. I/We agree and understand that the Bid is subject to the provisions of the RFP document. In no case, I/We shall have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened.
 16. I/We agree to keep this offer valid for 90 (ninety) days from the Bid Due Date specified in RFP.
 17. A Power of attorney in favor of the authorized signatory to sign and submit this Bid and documents is also attached herewith as per format given in Form 2.
 18. In the event of my/our being selected as the Consultant, _____ I/We agree to enter into an Agreement in accordance with the form at Schedule – 2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 19. I/We have studied RFP and all other documents carefully and also examined the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by RHB or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 20. The Financial Bid is being submitted as per RFP Document. This Technical Bid read with the Financial Bid shall constitute the Bid which shall be binding on us.
 21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

22. We the Consortium Member agree and undertake to be jointly and severally liable for all the obligations of the Consultant in accordance with the Agreement and abide by all the qualification conditions and terms of engagement under this RFP.

Yours faithfully,

(Signature of the Authorized Representative)
(Name and designation of the Authorized Representative)
(Name and seal of the Bidder / Lead Member)

APPENDIX-I

Form 2

(Refer Clause 2.2 & 2.13)

Power of Attorney (On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, we,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as the Consultant for Consultancy services to provide detailed project report including feasibility and financial viability etc for setting up of coaching hub in sector 16 of Pratap Nagar , Jaipur

(the “RHB ”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-Bid and other conferences and providing information/responses to RHB , representing us in all matters before RHB , signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with RHB in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us till the entering into of the Agreement with RHB.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS DAY OF, 20** (Signature)

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 500 (FIVE HUNDRED) and duly notarised by a notary public.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.*

APPENDIX-1

Form 3

Particulars of Key personnel

S. No.	Designation of Professional Personnel	Name	Educational Qualification	Length of Professional Experience (in years)	Present Employment		No. of months on Bidder roll prior to Bid Due date (BDD)
					Name of Firm	Employed Since	
1	Team Leader-cum-Financial Expert						
2	Expert in Coaching Institute/Educational Institute						
3	Marketing Expert in Coaching/Educational Institute						
4	Civil Engineer						

APPENDIX-I
Form 4
 Proposal for Sub-Consultant

Proposal for Sub-Consultant				
1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in the Business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub consultancy Name:				
Designation: Telephone No: Fax No:				
Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the Authorized Representative)

Note:

1. Use separate form for each Sub-Consultant.

APPENDIX-II
FINANCIAL BID

(Financial Bid format is available on the e-Procurement Portal of Rajasthan State)

Financial Bid

**Sub: Consultancy services providing feasibility
report on financial viability for setting up of
coaching hub in sector 16 of Pratap Nagar , RHB
Jaipur**

Sr No	Particular	Fees to be quoted Rs in lakhs (GST Extra) (Lump Sum Contract)
1.	Consultancy services providing feasibility report on financial viability for setting up of coaching hub in sector 16 of Pratap Nagar , RHB Jaipur	
	Total	

SCHEDULES

Schedule 1
(See Clause 1.1.1)

TERMS OF REFERENCE

1. General

1.1 RHB intends to develop Coaching Hub in an area of about 66000 Sqmt at Sector – 16, Pratap Nagar, Jaipur.

2. Scope of Work

2.1 RHB intends to develop Coaching Hub at Sector – 16, Pratap Nagar, Jaipur. The scope of this work is to provide Consultancy for detailed project report including feasibility and financial viability etc for setting up of coaching hub in sector 16 of Pratap Nagar , Jaipur, Cost Analysis ratio, Leasing out/Sold out ratio of area, master planning and mode of operation for the area which is not to be sold/leased in minimum three options etc. The firm shall provide draft of lease agreement also.

The total area for class rooms /Hostels /PG's /Guest house /food court/shopping/recreational activities/health club/wellness center/auditorium/parking /cycle path/walkways/indoor-outdoor games and other common facilities are to be suggested by the consultant as a part of the report

3. Objective

3.1 The Consultant shall undertake this consultancy in order to achieve the scope of work specified at Clause 2 of scope of work . The detailed scope of work specified below is based on RHB's understanding of the objective such as

- (i) Coaching Centre to accommodate 35000 students (per shift) at large
- (ii) Plot size 10000 to 15000 Sqft Skelton Space
- (iii) Centralized Library with cyber lab
- (iv) Recreation Centre with Gym, Meditation Centre / Health Club
- (v) Food court and restaurant
- (vi) Accommodation for student's separate hostels for boys and girls
- (vii) Accommodations for guest teaching faculty.
- (viii) 150 Rooms Guest House
- (ix) Jogging, cycling track, various spillover and seat out area.
- (x) Sufficient parking for students and visitors.
- (xi) Shops and commercial spaces
- (xii) Solar power, CCTV Monitoring, Rain water harvesting, Land scaping and horticulture, Solid waste management, LED lights, Centralized intercom system
- (xiii) Preferably Green building norms are to be followed.

However, it should be noted that the scope of work specified is not exhaustive. The consultant shall be required to carry out any additional works if any to meet the objective stated above.

4. Financial Analysis

4.1 The consultant should bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model for both facility component as well as commercial component of the project.

4.2 Additionally, the expenditure on Operation & Management and revenue realization from Projects shall be included in the analysis along with the recommendations on revenue proportion that may be shared with the RHB

4.3 The Consultant shall also:

- (a) Undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors;

4.4 Risk Assessment of the Project

The consultant shall conduct a risk analysis of the development of facility and commercial component to determine, assess, allocate and manage risks (such as, but not limited to project, commercial, financial, political, economic, force majeure and legal risks) during all project stages.

5. Deliverables and Payment Schedule

The Consultant shall deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy. Five (5) hard copies and three (3) soft copies in hard media of all the reports shall be submitted to RHB.

Deliverables and payment Schedule shall be separate for Project as desired by RHB

Deliverable

Sr No	Item (Refer Clause 5.0 of TOR)	Deliverable	Time Frame (Where D- Date of go-ahead given by RHB for a particular station)
1.	Preliminary stage financial study for the financial feasibility and financial modeling of the Project	Detailed preliminary financial report	D+7 days
2.	Draft final stage detailed financial study for the financial feasibility and financial modeling of the Project based on master plan (to be made available by RHB). The study shall be fine-tuned and final reports shall be submitted as per the changes required/done by Technical Consultant as per the response and feedback received from Project stakeholders and/or other reasons.	Draft final detailed financial report	D+15 days
3.	Final financial feasibility and financial model report to be incorporated as per the finalized master plan/phasing of the Project and to be incorporated in the Bidding Documents	Final detailed financial report	D+20 days
4.	Assisting RHB in obtaining approval for the financial model and/ or reserve/guidance price	Approval of financial model/ reserve /guidance price by competent authority	D+30 days

NOTE: RHB may review the progress of the Consultancy in weekly meetings to be held in Jaipur at RHB's office. The Team Leader-cum-Financial Expert and such other Key Personnel as deemed necessary by the Consultant shall participate in these meetings.

Time Schedule and Payment for each Project

Sl. No.	Key Deliverable (KD)	Stage of Payment	Payment Amount , % age of fees quoted	Remark
1.	KD 1	Preliminary financial feasibility and financial model report	15%	RHB will decide to proceed further for KD 2 onwards Deliverables after getting preliminary report from consultant

2.	KD 2	Draft financial feasibility and financial model report after incorporating the changes required as per feasibility master plan to be supplied by RHB	15%	
3.	KD 3	Final financial feasibility and financial model report to be incorporated as per the finalized master plan/phasing of the Project and to be incorporated in the Bidding Documents	20%	
4.	KD 4	Approval of financial model/reserve price by RHB	50%	

NOTE:

In case, if at the time of approval of preliminary financial report stage it is noted that Project is commercially not viable, then RHB may require that no further work shall be carried out and payment will be restricted to this milestone only. Decision of RHB in this regard shall be final and binding and no claim whatsoever on this account shall be admitted.

6. Consultancy team and project office of the Consultant

The consultancy Team Shall consist of Key Personnel as specified in the RFP and other experts who have the requisite experience.

7. Data to be made available by RHB

The Consultant shall be supplied following information available with RHB for project.

- Land Plans
- Likely tenure of Lease Rights

8. COMPLETIONS OF SERVICES

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to RHB in soft form apart from the Deliverables indicated in Clause 4 above. The study outputs shall remain the property of RHB and shall not be used for any purpose

Other than that intended under these Terms of Reference without the permission of RHB. The Consultancy services shall stand completed on acceptance of all the required Deliverables of the Consultant by RHB and issue of a certificate by RHB to that effect.

Schedule 2

AGREEMENT

FOR

**Consultancy services for providing feasibility report on financial
viability for setting up of coaching hub in sector 16 of Pratap Nagar ,
RHB Jaipur**

**Consultancy services for providing feasibility report on financial
viability for setting up of coaching hub in sector 16 of Pratap Nagar ,
RHB Jaipur**

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 2019, between, on the one hand, the RHB (hereinafter called the “**RHB**” 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) For the development of coaching hub in sector 16, Pratap Nagar, Jaipur
- (B) RHB has issued Request for Proposal for Consultant (the “**Consultant**”) for **Consultancy services providing feasibility report on financial viability for setting up of coaching hub in sector 16 of Pratap Nagar , RHB Jaipur** (hereinafter called the “**Project**”);
- (C) the Consultant submitted its Bids for the aforesaid work, whereby the Consultant represented to RHB that it had the required professional skills, and in the said Bids the Consultant also agreed to provide the Services to RHB on the terms and conditions as set forth in the RFP and this Agreement;
- (D) RHB, on acceptance of the aforesaid Bids of the Consultant, awarded the Consultancy work to the Consultant vide the Letter of Award for the Consultancy dated _____ (the “**LOA**”);and
- (E) 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

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

- a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) “Agreement” means this Agreement, together with all the Annexes;
- c) “Agreement Value” shall have the meaning set forth in Clause 6.1.2;
- d) “Additional Costs” shall have the meaning set forth in Clause 6.1.2;
- e) “Award” shall have the meaning set forth in Clause 9.4.3;
- f) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- g) “Conflict of Interest” shall have the meaning set forth in Clause 3.2;
- h) “Consultant Representative” shall have the meaning set forth in Clause 1.10.1;
- i) “Dispute” shall have the meaning set forth in Clause 9.2.;
- j) “Effective Date” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- k) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- l) “Force Majeure” shall have the meaning set forth in Clause 2.7;
- m) “Government” means the Government of Rajasthan;
- n) “INR, Re., or Rs.” means Indian Rupees;
- o) “Lead Member” Lead Member of the consortium;
- p) “Member”, in case the Consultant consists of a joint venture or Consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- q) “Party” means RHB or the Consultant, as the case may be, and Parties means both of them;
- r) “Performance Guarantee” shall have the meaning set forth in Clause 7.1.1;
- s) “Personnel” means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;

- t) “RHB Representative” shall have the meaning set forth in Clause 1.10.;
- u) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- v) “Rules” shall have the meaning set forth in Clause 9.4.1
- w) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- x) “RFP” means the Request for Proposal document in response to which the Consultant’s Bid for providing Services was accepted;
- y) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- z) “Third Party” means any person or entity other than the RHB, the Consultant or a Sub-Consultant.
- aa) “Terms of Reference or TOR” shall have the meaning set forth in clause 3.1(c)

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

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

- a) Agreement;
- b) Annexes of Agreement;
- c) RFP; 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 of agent and principal as between RHB 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 RHB and the Consultant shall be as set forth in the Agreement; in particular:

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- a) in the case of the Consultant, be given by mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the RHB; provided that notices or other communications to be given to an address outside Jaipur may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the RHB;
- b) in the case of RHB, be given by mail and by letter delivered by hand and be addressed to the RHB with a copy delivered to the RHB Representative set out below in Clause 1.10 or to such other person as RHB may from time to time designate by notice to the Consultant; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8 Location

The Services shall be performed at the site of the Project and at such locations as are incidental thereto.

1.9 Authority of Member-in-charge

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

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 RHB or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

RHB may, from time to time, designate one of its officials as RHB representative ("**RHB Representative**"). Unless otherwise notified, the RHB Representative shall be:

Addl. Chief Engineer-I
Rajasthan Housing Board
Janpath, Jaipur

The Consultant may designate one of its employees as consultant's representative (**"Consultant Representative"**). Unless otherwise notified, the Consultant's Representative shall be:

Tel: _____

E-Mail Address: _____

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 RHB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed.

2. Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement.

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date .

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, RHB 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 Earnest Money/ Performance Guarantee of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to clause 2.3 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

2.5 Entire Agreement

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

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. Pursuant to Clause 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any Bids for modification made by the other Party. Provided further that any variation upto plus 25% (Twenty Five percent) of Agreement value shall be governed by the Contractual terms of this Agreement at the same rates and terms and conditions.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Agreement, force majeure (“**Force Majeure**”) means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other

industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) 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, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Suspension of Agreement

2.8.1 RHB 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 thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By RHB

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

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

2.9.2 By the Consultant

The Consultant may, by not less than thirty (30) day's written notice to RHB, 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) RHB fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b) RHB is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by RHB of the Consultant's notice specifying such breach;

- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) RHB fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof;

2.9.3 Cessation of rights and obligations

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

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

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

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

2.9.6 Dispute about events of termination

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

3. Obligations of the Consultant

3.1 General

3.1.1 Standards of Performance

- a) The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology, safe & effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to RHB, and shall at all times support and safeguard RHB legitimate interests in any dealings with Sub Consultant or Third Parties;
- b) Terms of Reference;
- c) The scopes of Services to be performed by the Consultant are specified in the Terms of Reference (the “**TOR**”) at Annex-I of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein;
- d) Applicable Laws; and
- e) The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest (“**Conflict of Interest**”) and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project .The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest.

3.2.3 Prohibition of Conflicting Activities

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

- e) Consultant not to benefit from commissions, discounts, etc.
- f) The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best 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.

3.3 Confidentiality

- a) The Consultant, its Sub-Consultant 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, designs 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 RHB to the Consultant, its Sub-Consultant and the Personnel; any information provided by or relating to RHB, its technology, technical processes, business affairs or finances or any information relating to RHB's employees, directors, officers or other professionals or suppliers, customers, or contractors of RHB, and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**") without the prior written consent of RHB;
- b) Notwithstanding the aforesaid, the Consultant, its Sub Consultant and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information;
- c) was in the public domain prior to its delivery to the Consultant, its Sub-Consultant and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultant and the Personnel of either of them;
- d) was obtained from a third party with no known duty to maintain its confidentiality;
- e) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultant and the Personnel of either of them shall give RHB, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment ;
- f) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultant or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultant or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

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

3.4.2 Consultant's liability towards RHB

- a) The Consultant shall be liable to RHB for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- b) 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, with respect to damage caused to RHB property, shall not be liable to RHB:
- c) for any indirect or consequential loss or damage; and
- d) for any direct loss or damage that exceeds (A) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (B) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (A) or (B) is higher.
- e) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.5 Insurance to be taken out by the Consultant

3.5.1.

- a) The Consultant shall take out and maintain, and shall cause any Sub Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by RHB, insurance against the risks, and for the coverage, as shall be specified in the Agreement.
- 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 RHB, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, RHB 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 premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by RHB.

- d) Except in case of third party liabilities, the insurance policies so procured shall mention RHB as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company in this regard.

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

- (i) Third party liability insurance as required under Applicable Laws.
- (ii) Third party liability insurance with a minimum coverage of Rs. 5 Lakhs for the period of this Agreement
- (iii) The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of Consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the Consortium.
- (iv) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

3.6 Accounting, Inspection and Auditing

The Consultant shall,

- (i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant’s costs and charges), and
- (ii) Permit RHB 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 RHB.

3.7 Consultant’s actions requiring RHB prior approval

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

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

3.8 Reporting Obligations

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

3.9 Documents prepared by the Consultant to be property of RHB

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of RHB, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to RHB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of RHB.

3.10 Equipment and materials furnished by RHB

Equipment and materials made available to the Consultant by RHB shall be the property of RHB and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to RHB, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of RHB. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by RHB 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 RHB, and officials of RHB having authority from RHB, are provided unrestricted access to the Project office and to all Personnel during office hours. RHB's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.12 Accuracy of Documents

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

4 4.1 General

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

4.2 Deployment of Personnel

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

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to RHB, provided

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

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

4.3. Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by RHB. No other Professional Personnel shall be engaged without prior approval of RHB.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to RHB its proposal along with a CV of such person in the form provided at Appendix- I (Form-7) of the RFP. RHB may approve or reject such proposal within 10 (ten) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for RHB's consideration. In the event RHB does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by RHB.

4.4 Substitution of Key Personnel

RHB expects all the Key Personnel specified in the Bid to be available during implementation of the Agreement. RHB will not consider any substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the RHB. Substitution of a Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten percent) of the remuneration specified for the original Key Personnel.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed

to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of RHB/IRSDC, and the Consultant shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as Team Leader-cum-Financial Expert shall serve as the Team Leader of the Consultant's Personnel. In addition, the Consultant shall designate a suitable person as project manager who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultant

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

5. Obligations of RHB

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, RHB shall make best efforts to ensure that the RHB shall help Consultant in arranging for:

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

5.2 Access to Land & Property

RHB warrants that the Consultant shall have, free of charge, unimpeded access to all land and property at the Station 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 the time extension, as may be appropriate, for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, 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 Agreement Value specified in Clause 6.1.2.

5.4 Payment

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

6. Payment to the Consultant

6.1. Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-2 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.1, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. _____), which does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).

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

6.2 Currency of payment

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

6.3 Mode of billing and payment

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

- a) No Mobilization Advance is payable in this contract.
- b) payment Schedule

The Consultant shall be paid for its services as per the Payment Schedule at Annex-3 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 RHB the work pertaining to the preceding stage.
 - ii. RHB shall pay to the Consultant, only the undisputed amount.
- c) RHB shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by RHB 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 RHB. The Services shall be deemed completed and finally accepted by RHB and the final report and final statement shall be deemed approved by RHB as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by RHB unless RHB, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which RHB has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to RHB within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by RHB for reimbursement must be made

within 1 (one) year after receipt by RHB of a final report and a final statement in accordance with this Clause 6.3.1 (d).

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

7. Liquidated Damages and Penalties

7.1. Performance Guarantee

7.1.1 RHB shall retain by way of performance guarantee (the “**Performance Guarantee**”), 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 herein. The Performance Guarantee shall be released, two months after the payment of final bill, subject to fulfillment of obligations of this Agreement and clause 7.2.2 & 7.2.3 of Form of agreement.

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

7.2. Liquidated Damages

7.2.1 Liquidated Damages (“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 quantified by RHB in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one percent) of the Agreement Value per day, subject to a maximum of 5% (five percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Guarantee or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Guarantee

RHB shall have the right to encash and appropriate the proceeds of the Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

In the event any portion of the Performance Guarantee is appropriated by RHB, then immediately following such appropriation, the Consultant shall replenish the Performance Guarantee within 1 (one) month of its appropriation, and in the event of default by the Consultant, RHB shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

7.3. Penalty for deficiency in Services

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

8. Fairness and Good Faith

8.1. Good Faith

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

8.2. Operation of the Agreement

- 8.2.1. 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 it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1. Amicable settlement

- 9.1.1. 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

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

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

9.3. Conciliation

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

9.4. Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the **“Rules”**), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Jaipur, and the language of arbitration proceedings shall be English.

9.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

(Signature)
(Name)
(Designation)
(Address)
(E Mail.)

SIGNED, SEALED AND DELIVERED

For and on behalf of
RHB

(Signature)
(Name)
(Designation)
(Address)
(E-Mail)

ANNEXURES

Annexure -1
Terms of Reference
(Reproduce schedule-1 of RHB)

Annexure -2
Cost of Services

Annexure -3
Payment Schedule

Annexure -4

Bank Guarantee for Performance Guarantee

(Refer clause 7.1.2)

To

The Addl. Chief Engineer-I,
Rajasthan Housing Board,
Janpath
Jaipur-302015

1. In consideration of RHB (hereinafter referred as the “RHB”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s_____, 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), a consultancy by issue of RHB’s Agreement no. dated _____ valued at Rs. _____ (Rupees) _ for **Consultancy services providing feasibility report on financial viability for setting up of coaching hub in sector 16 of Pratap Nagar , RHB Jaipur** (hereinafter referred to as the “Agreement”), and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. _____ (Rupees) to RHB for performance of the said Agreement. We, _____ (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to RHB an amount not exceeding Rs. (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by RHB by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from RHB stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by RHB by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
3. We undertake to pay to RHB 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 taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of RHB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RHB 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 three months over and above the scheduled period of the completion of the said agreement from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.**

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

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
6. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of RHB in writing.

Dated the ____ day of ____ 20* For _____

(Name of Bank)

(Signature, Name and Designation of
the Authorized Signatory)

Seal of the Bank:

NOTES:

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

Schedule-III

Layout Plan of Project

CLIENT:-	PROJECT:-	SCALE:- 1 : 600	TOTAL AREA :-	TEL POLE		K.M STONE		ME		WATER TANK			AVATAR ASSOCIATES PNO:- 245277, PRATAP NAGAR KIMBEA MARG, BANGANSAR, JAIPUR-302015 Mobile No:- 9928010564, 9914642994 Email :- avatarassociates_au@yahoo.com avatarassociates77@gmail.com
	TOTAL STATION SURVEY OF DISTRICT CENTER EXISTING LAND AT PANWADHA CIRCLE, HALDIGHATI MARG, PRATAP NAGAR, JAIPUR	DATE:- 06-08-2019		DRAIN		REL. PLACES		RT ROAD		TUBE WELL			
				WIRE FENCING		TRANSFORMER		BUILDING		SLT TRACK			
				CULVERT		RETAINING WALL		WELL		LAMP POST			
				GNS BOUNDARY		GATE		REL POLE		WELL			
				SURVEY BOUNDARY		SLT POLE		TEL LINE		NALA			
										HAND PUMP			