INVITES
REQUEST FOR PROPOSALS
for
Consultancy Services for Preparation of Comprehensive
Master Plan and Detailed Project Report for
Kalinganagar National Investment & Manufacturing Zone
(KNIMZ) in Jajpur District, Odisha

SEPTEMBER-2014
DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of IDCO or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by IDCO to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IDCO in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, 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 Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants 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. IDCO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

IDCO 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 IDCO is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and IDCO reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

SECTION 1: BACKGROUND ............................................................................................................. 4
SECTION 2: INFORMATION TO CONSULTANTS ........................................................................... 6
SECTION 3: TERMS OF REFERENCE ......................................................................................... 21
SECTION 4: TECHNICAL PROPOSAL – STANDARD FORMS ..................................................... 38
SECTION 5: FINANCIAL PROPOSAL ............................................................................................. 53
SECTION 6: FORM OF CONTRACT ................................................................................................. 55
SECTION 1: BACKGROUND

1.1 Background

Government of Odisha obtained In-Principle approval from the Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), Government of India for establishment of National Investment & Manufacturing Zone (NIMZ) at Kalinganagar region over an area of 16325.88 Ha in Jajpur district of Odisha under its NIMZ Scheme. Odisha Industrial Infrastructure Development Corporation (IDCO) a PSU of the Odisha Government has been declared as the Nodal Agency for the above Project. For obtaining Final Approval from the DIPP, Government of India for proposed Kalinganagar National Investment & Manufacturing Zone (KNIMZ) Project. IDCO desires to prepare a Detailed Project Report (DPR) as per the guidelines of NIMZ Scheme of Government of India and a Comprehensive Master Plan for the Project. IDCO has decided to engage a reputed Consulting firms for preparation of Master Plan of the region for providing state-of-the-art infrastructure, land use on the basis of zoning, clean and energy efficient technology, necessary social infrastructure, skill development facilities etc. to the steel & aluminium and its downstream & ancillary industries.

KNIMZ is proposed to spread across 43 Nos. of villages in the Jajpur district. This location has been selected considering factors such as:

a. Proximity to Steel Production Capacities already installed at Kalinganagar
b. Proximity to Angul &Dhenkanal where aluminium smelters are located
c. Proximity to Paradeep Port
d. Availability of Mineral
e. Availability of water & power
f. Availability of developable land (> 5000 HA)
g. Hinterland connectivity
h. Successful SPV for development & maintenance of Common Infrastructure – Jajpur Cluster Development Limited (A Section 25 SPV) already functional in Kalinganagar Industrial Complex (KNIC)

The KNIMZ has been planned in tandem with the objective of the NIMZ policy of the Department of Industrial Policy and Promotion (DIPP), Government of India, to develop a self-sustained region with processing area supported by adequate non-processing area. KNIMZ is proposed to be developed such that output from one unit would become feedstock for another, allowing them to feed off each other symbiotically. Entire clusters along Steel &Metal chain shall be located in the region such that the units along the value chain can interlink their production processes.

The central activity zone of the KNIMZ is the existing KNIC area developed by IDCO and its peripheral developable area, considering developing downstream & ancillary industries, townships etc. The Consultant shall deliver the scope mentioned in the TOR, keeping in view the integration of the exiting industrial base of KNIC into the newly proposed KNIMZ.
1.2 Objectives

- To assess the economic and technical viability of the identified land area for the NIMZ, taking into account the KNIMZ objectives and goals, focus on creating an enabling environment to promote local industries, improve investment climate, improve quality of life, upgrade human skills, create world class infrastructure and attract global investments.

- To prepare a Comprehensive Master Plan of KNIMZ in Jajpur District, Odisha with zoning, layout, landscape and infrastructure plan for development of internal and external road network, water supply, waste water and sewage distribution network and its management system, power, communication network, etc. including external connectivity to site.

- To carry out a financial analysis to determine expected revenue streams, cash flows for the project and determine the financial viability of the project.

- To prepare a Detailed Project Report to be submitted for obtaining final approval of the KNIMZ from the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

1.3 A firm will be selected under Quality and Cost Based Selection (QCBS) system and procedures described in this RFP.

1.4 The RFP includes the following documents:

- Section 1 – Background
- Section 2 – Information for Consultants (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Technical Proposal – Standard Forms
- Section 5 – Financial Proposal
- Section 6 – Form of Contract

1.5 Joint Venture/ Consortium shall be eligible to participate.
SECTION 2: INFORMATION FOR CONSULTANTS

2.1 CLARIFICATION AND AMENDMENT TO RFP DOCUMENTS

2.1.1 Consultants may request a clarification on the RFP document up to the number of days indicated in the Data Sheet. Any request for clarification must be sent in writing by Email/FAX/POST to the address indicated in the Data Sheet. The Client will respond to such requests and will issue a consolidated clarification (including an explanation of the query, but without identifying the source of inquiry) which shall be hosted on the official web site of IDCO mentioned in the Data sheet. The Consultants are advised to go through such clarifications if any prior to submitting the proposals.

2.1.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, may modify the RFP documents by amendment. The amendment, if any, shall be issued through an addendum which shall be hosted on the official web site of IDCO. The Consultants are advised to go through such clarifications before submitting the proposals.

2.1.3 The Client may, at its discretion extend the deadline for the submission of Proposals. The Client also reserves the rights, without any obligation or liability, to accept or reject any or all the Proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary the terms and conditions at any time without assigning any reason thereof.

2.2 MINIMUM ELIGIBILITY CRITERIA

2.2.1 As part of the evaluation, the Applicant should fulfil the Minimum Qualification Criteria. In case, an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such Applicant shall summarily be rejected.

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Criteria</th>
<th>Minimum Qualification Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Technical Criteria</td>
<td>Experience in the preparation/submission of at least THREE (3) Regional Plans / Master Plans / Zonal Plans / Development Plan / Industrial Regional/Area Plan, EACH of a minimum area of 50 sq. Km and implemented during last five years, out of which, ONE (1) Project should be for an Industrial Area.</td>
</tr>
</tbody>
</table>

**Note:** For the Technical Criteria, submission of Letter of Award or Agreement in lieu of the Completion Certificate is not acceptable. On-going relevant assignments will NOT be considered for evaluation.

| (b) | Staff Criteria | Should have a multi-disciplinary team comprising of Urban & Regional Planner, Environmental Expert, Market Analyst / Economist, Infrastructure Expert, Transportation/Logistics Expert, Finance Expert, Social Expert and GIS Expert. |
Each key staff should possess prior experience of working on at least FIVE (5) projects related to relevant areas described in Column 3 of Table-1 in 2.10.

Bidder should have the capability in Digitization of maps and preparation of the CMP in GIS platform.

Financial Criteria

The Bidding Entity or the Lead Member of the Bidding Consortium in case of Bidding Consortium shall be a profit making organization with an average annual turnover of **Rs. 20 Crores** (Rupees Twenty Crores Only) or **USD 3.33 Million** in the immediate preceding THREE (3) financial years.

**Note:** Copies of the Certified / Approved Annual Financial Statements of the Bidding Entity or Lead Member of Bidding Consortium, in case of Bidding Consortium for the preceding three (3) years shall be furnished.

2.3 PREPARATION, SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

2.3.1 Consultants are requested to submit the proposal as single packet system in one envelope.

<table>
<thead>
<tr>
<th>Outer Envelope</th>
<th>Technical Proposal + Financial Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>Draft towards Processing Fee + Technical Proposal</td>
</tr>
<tr>
<td>Financial Proposal</td>
<td>Financial proposal (Separately sealed envelope)</td>
</tr>
</tbody>
</table>

2.3.2 The original Proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.

2.3.3 The proposal shall be submitted in English language.

2.3.4 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:

i. The team leader proposed must be a permanent full time employee of the firm. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project.

ii. If any key staff proposed is not a permanent employee of the Applicant (including in case of a JV, of its members), a certificate from the key staff along with his current employer must be furnished mentioning his/ her
availability for the project. In the absence of such certificate, his/ her CV will 
not be evaluated.

iii. Consultant is to ensure that the time allocated for the proposed key staff 
does not conflict with the time allocated or proposed for any other 
assignment. The Client reserves the right to request a workload projection 
(including time spent on other projects/clients) for the key staff.

iv. The composition of the proposed Team and Task Assignment to individual 
personnel shall be clearly stated (Form 4F of Section-4)

v. No such key personnel shall be proposed for any position if the CV of the 
personnel does not meet the requirements of the TOR.

vi. The key personnel shall remain available for the period as indicated in the 
RFP.

vii. No alternative proposal for any key personnel shall be made and only one 
CV for each position shall be furnished.

viii. Submission of a specific CV by more than one Applicant shall not be 
considered as a member of any of the Applicant firms which have submitted 
that CV.

ix. Each CV needs to have been recently signed by the key personnel and/or 
countersigned by the authorized official of the Firm. At the time of 
submission of bid proposal, the scanned copies of the signature of key 
personnel will be allowed but at the time of signing of contract, the original 
signature will be required. However, in both the cases, original counter 
signature of Authorised signatory shall be required in original.

x. A CV shall be summarily rejected and no marks will be allotted for the same 
if the educational qualification of the key personnel proposed does not match 
with the requirement as provided in this RFP document.

xi. Client certifications for the projects listed under the experience section. The 
certifications must confirm the project attributes (size, fee, duration etc.) and 
the scope of work on the projects.

xii. The Applicant should form a Joint Venture/ Consortium with his Associate in 
case he wants to submit the proposal using the experience/ strength of his 
Associate.

xiii. If the Applicant being a Consortium is qualified on the strength of the 
experience of a member which is a foreign company/ entity, requisite key 
personnel from that foreign company/ entity shall be fielded.

xiv. In case an Applicant is proposing key personnel from educational/ research 
institutions, a ‘No Objection Certificate/ Consent Letter’ from the concerned 
institution shall be enclosed with his CV clearly mentioning his/ her 
availability for the assignment. In the absence of such certificate, his/ her CV 
will not be evaluated.

xv. The personnel proposed should possess good working knowledge of English 
Language.

xvi. No key personnel involved should have attained the age of 70 (seventy) 
years at the time of submitting the proposal. The client reserves the right to 
ask for proof of age, qualification and experience at any stage of the project.

xvii. The technical proposal must not include any financial information.

2.3.5 In case of Joint Venture/ Consortium, the proposal shall be accompanied by a 
certified copy of legally binding Memorandum of Understanding (MOU) in addition to
the Letter of JV/Consortium as in Technical Proposal – Standard Form 4H, signed by all firms. The Applicant is allowed to form a Consortium subject to a maximum of THREE (3) members, including the Lead Member, confirming the following therein:

i. Date and place of signing;
ii. Purpose of JV/Consortium (must include the details of the Services hereunder for which the JV/Consortium has been invited to bid);
iii. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment;
iv. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the JV/Consortium for the proposed services;
v. An undertaking that the members of the JV/Consortium are jointly and severally liable to the Client for the performance of the services, and;
vii. The authorized representative of the JV/Consortium (as approved by a Board resolution of Member-in-Charge).

2.3.6 The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU / agreement. It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture/Consortium. The client expects that lead firm should have maximum responsibility pertaining to execution of project.

2.3.7 A firm can bid for a project either as a sole consultant or in the form of JV/Consortium with other consultant however number of members in the Consortium should not exceed Three (3).

2.3.8 An authorized representative of the consulting firm shall initial all pages of the Proposal. The representative’s authorization is confirmed by a written Authorisation / Power of Attorney accompanying the Proposal.

2.3.9 For each Proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Proposal should be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original Proposal would govern.

2.3.10 The Bidder shall enclose the Non-refundable Fee towards processing fee as mentioned in the Data Sheet drawn in favour of “Odisha Industrial Infrastructure Development Corporation” payable at Bhubaneswar, and should submit the same along with their Technical Bid.

2.3.11 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” and all copies of the Financial Proposal in a sealed envelope clearly marked “Financial Proposal”. The sealed envelopes should also bear the name of the Firm and name of the assignment. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name & address of the Firm, submission address and other information indicated in the Data Sheet and clearly marked, “PROPOSAL FOR Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha”

“DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE"
2.3.12 The completed Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet through “Speed Post only”. No proposal shall be received by the Client after the closing time.

2.3.13 **VALIDITY OF PROPOSAL**: The proposal must be valid for the number of days stated in the Data Sheet from the last day of submission during which the Bidder must maintain available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

2.3.14 After the deadline for submission of proposals the Technical Proposal shall be opened immediately before the Evaluation Committee.

2.3.15 The Financial Proposal of only the technically qualified bidders shall be opened by the Evaluation Committee in presence of bidders those who chose to remain present. Financial Proposals of non-qualified shall be returned back unopened.

2.3.16 The following documents are required to be submitted along with the Technical Bid.

(a) Copies of the Experience/completion certificate in support of the qualifying parameters, for the similar work executed during the last five financial years.

(b) Self-attested copy of the Audited Balance Sheet/ Profit and loss account duly certified by Chattered Accountant with his membership number clearly specified in support of the qualifying parameter of minimum Annual Financial year (2010-11, 2011-12, 2012-13).

(c) Self-attested copy of PAN CARD.

(d) Self-attested copy of Service tax registration.

2.3.17 The parties will be required to produce Original copies of the above documents on request of IDCO for verification. Offers of the Consultants who fail to produce the original documents for our verification on the specified date and time are liable for rejection.

2.3.18 Conditional Proposals shall be summarily rejected.

2.3.19 The Consultants at their own cost may visit location and familiarize themselves regarding the scope of work and site conditions before quoting the offer.

2.3.20 The decision of IDCO to accept or reject any offer of a Bidder shall be final. In this regard, no correspondence shall be entertained by IDCO.

2.3.21 In the event of IDCO’s office remaining closed on the scheduled dates for any unforeseen reason, the offer shall be received up to 15.00 hrs. on the next working day of IDCO.

2.3.22 Cost for preparation and submission of Bids: The Consultant shall prepare the offer at his/ its/their own risk and shall bear all time cost for preparing and submitting his/its/their offers, as well as all other cost for the work and OWNER shall take no liability for these cost.

2.3.23 Each Bidding Entity can submit only one bid.
2.3.24 It is clarified that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/ or in partnership or association of persons format and a company format.

(a) A person shall be deemed to have bid in partnership format or in association of person’s format if he is a partner of the firm which has submitted a bid.

(b) A person shall be deemed to have bid in a company format if the person holds or is a Director of the company which has submitted a bid, or holds of voting share and/ or is a Director of holding company which has submitted the bid.

2.4 TECHNICAL EVALUATION OF BIDS

2.4.1 The evaluation of the Technical Proposal will be done by a Technical Evaluation Committee.

2.4.2 IDCO will carry out its evaluation applying the evaluation criteria and point system specified.

2.4.3 No request for alteration, modification, substitution or withdrawal shall be entertained by IDCO in respect of proposals already submitted by the bidder.

2.4.4 Prior to evaluation of proposals, IDCO will determine whether each proposal is responsive to the requirements of the RFP by opening Technical Proposal. A proposal shall be considered responsive only if:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Required Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Consultant Paid the Cost of Bid document?</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>RFP Bid: Receipt prior to Bid Submission Date.</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>Is the Sealed Financial Proposal in the same packet?</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>All the pages of proposal are numbered and initialled.</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>Submitted Documents in support of Eligibility</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>Has the firm submitted sufficient financial information as per RFP?</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>Has the firm submitted sufficient data regarding experience?</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>Is the Consultant involved in any fraud and corrupt practices?</td>
<td>No</td>
</tr>
</tbody>
</table>
2.4.5 IDCO shall evaluate and rank the responsive Technical Proposals on the basis of the evaluation criteria and points system specified hereunder. Each Technical Proposal will receive a technical score.

2.4.6 **Step-1: Technical Pre-qualification** - Evaluation of Documentation on Past Experience & Technical Strength on ‘Pass / Fail’ Basis.

(i) The Bidders failing to meet the criteria for eligibility will be declared non-responsive and ineligible for further process for the purpose of next step for pre-qualification.

(ii) The evaluation of Technical Capability would be on PASS-FAIL basis and only those bidders who are technically capable would be considered for Further Evaluation.

(iii) The evaluation Criteria for Technical Pre-qualification is tabulated in the following Table and the response of the bidders should be ‘Yes’ to all parameters, failing which, they will be disqualified at this stage itself.

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Criteria</th>
<th>Minimum Qualification Criteria</th>
<th>Pass / Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Technical Criteria</td>
<td>The Applicant has experience in the preparation/submission of at least THREE (3) Regional Plans / Master Plans / Zonal Plans / Development Plan / Industrial Regional/Area Plan, EACH of a minimum area of 50 sq. km, and implemented during the last five years, out of which, at least ONE (1) project is for an Industrial Area.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>(b)</td>
<td>Staff Criteria</td>
<td>The Applicant has a Multi-disciplinary Team of Urban &amp; Regional Planner, Environmental Expert, Market Analyst / Economist, Infrastructure Expert, Transportation / Logistics Expert, Finance Expert, Social Expert and GIS Expert. &lt;br&gt;Each key staff possesses prior experience as stipulated in 2.10. &lt;br&gt;The CVs of the each member signed by the authorized signatory is furnished as in Form-4G of Section 4.</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidder has the capability in Digitization of maps and preparation of the CMP in GIS platform.</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>
(c) **Financial Criteria**

The Bidding Entity or the Lead Member of the Bidding Consortium in case of Bidding Consortium is a profit making organization with an average annual turnover of **Rs. 20 Crores (Rupees Twenty Crores Only)** or **USD 3.33 Million** in the immediate preceding **THREE (3)** financial years.

**Note:** Copies of the Certified / Approved Annual Financial Statements of the Bidding Entity or Lead Member of Bidding Consortium, in case of Bidding Consortium for the preceding three (3) years are furnished.

(iv) The Prequalified Bidders will be subject to further Technical Evaluation by the ‘Evaluation Committee’. The sealed cover of the Technical Proposal Document of Prequalified Bidders (those who pass during technical pre-qualification stage), will be opened for further Technical Evaluation.

(v) The Technical and Financial Proposal Covers of bidders who do NOT qualify the pre-qualification stage will be treated as ineligible for further process and their sealed covers will be returned unopened.

### 2.4.7 Step-2: Technical Evaluation of Proposal on Past Experience, Technical Strength, Approach and Methodology

(i) The “Evaluation Committee” constituted by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td><strong>Credentials &amp; past experience of the consultants related to the Assignment:</strong> Preparation/ Submission of THREE (3) Regional Plan / Master Plan / Zonal Plan / Development Plan / Industrial Region/ Area Plan, each with a minimum area of 50 sq. km, and implemented during last five years, out of which ONE (1) project is for an Industrial Area: <strong>30 Marks</strong>&lt;br&gt;&lt;br&gt;For each additional project: <strong>5 Marks</strong>&lt;br&gt;&lt;br&gt;The emphasis will be on relevance of the projects to the assignment, size and nature of the projects i.e. of comparable size, complexity and technical speciality.</td>
<td>40</td>
</tr>
<tr>
<td>(b)</td>
<td><strong>Understanding of the proposed work plan and methodology</strong> in response to the TOR:</td>
<td>20</td>
</tr>
</tbody>
</table>
i. Appreciation of TOR, Technical Approach & Methodology: **15 Marks**
   ii. Work Plan/ Staffing schedule: **5 Marks**
   Marks shall be given based on write up submitted by the consultant on carrying out the assignment by the consultant.

<table>
<thead>
<tr>
<th>(c)</th>
<th>Team Composition/ Key Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The preferred experience of the key personnel and their evaluation criteria is placed in Table-1 of 2.10.</td>
</tr>
</tbody>
</table>

**Total Points:** 100

- The minimum technical score required to qualify is: **70 Points out of 100**.
- A proposal will be considered unsuitable and shall be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client shall notify consultants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

   ii. Studies of Projects undertaken in the **last Five Years** for which completion certificates have been issued from the competent authority

   iii. The Financial Proposal of those Bidders who score **at least 70 points** in the Technical proposal evaluation shall be opened. They shall be intimated about the date, time and venue of opening of the Financial Proposal. The bidders/their representatives may choose to attend the office of IDCO for opening of financial proposal.

### 2.5 OPENING AND EVALUATION OF FINANCIAL PROPOSALS

2.5.1 After the evaluation of technical proposal is completed, the Client shall notify the technically qualified Consultants indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, facsimile, and electronic mail or by speed post.

2.5.2 The financial proposal should include remuneration for staff, accommodation, transportation and equipment, printing of documents, surveys and all other expenses related to the assignment for the entire assignment.

2.5.3 The Financial Proposals shall be opened only for technically qualified bidders in the presence of the Bidders who choose to attend. The names of qualified Bidders and their scores shall be read out aloud. The proposed Fees shall be read loudly and recorded when the Financial Proposals are opened.

2.5.4 At the opening of financial proposals, bidders’ representatives who choose to attend will sign an Attendance Sheet.

2.5.5 **Evaluation of Financial proposals**

   (a) Financial proposals will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary. In the case of material omissions, the cost of the relevant financial proposal will be
increased by application of the highest unit cost of the omitted item as provided in the other submitted financial proposals.

(b) The Financial Proposal shall be submitted separately on lump sum basis for:
   i. Detailed Project Report (DPR)
   ii. Comprehensive Master Plan

(c) While submitting the financial bid for the Comprehensive Master Plan, the Applicant may consider the area of the project to be 100 sq. km. and submit bid on per sq.km. Basis. The payment shall be released on per sq.km. Basis. It is also clarified that, for the DPR, no additional payment over and above the lump sum fees agreed for preparation of DPR shall be made irrespective of the area of the project.

(d) The financial score shall be computed as follows:

\[
\text{Financial Quotation} = (\text{Lump sum fee quoted for the preparation of DPR}) + (\text{Lump sum fee quoted for preparation of Master Plan})
\]

(e) The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

\[
S_f = 100 \times \frac{F_m}{F};
\]

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

2.6 EVALUATION & SCORING:

2.6.1 Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

\[
S = (St \times Tw) + (Sf \times Fw)
\]

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the “Successful Applicant”).

2.6.2 The decision of IDCO as regards to acceptance/rejection of eligibility for parties who apply shall be final and binding.

2.6.3 Notwithstanding the above, IDCO reserves the right to accept or reject any or all bids or to annul the bidding process.

2.7 NEGOTIATIONS

2.7.1 Negotiations will be held at the address indicated in the Data Sheet with the Preferred Consultant.

2.7.2 The financial negotiations will include negotiation on lowest financial proposal,
clarification (if any) and will reflect the agreed technical modifications in the cost of the services.

2.7.3 The event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, IDCO shall declare the Preferred Bidder as the Successful Bidder. IDCO will notify the Successful Bidder through a Letter of Award (LoA) indicating the award of the project to the Preferred Consultant.

2.7.4 The Successful Bidder(s) shall execute the Contract Agreement within one week of the issue of LoA or within such further time as IDCO may agree to in its sole discretion.

2.7.5 Failure of the Successful Bidder to execute the agreement within specified period shall constitute sufficient grounds for the annulment of the LoA.

2.8 AWARD OF CONTRACT

2.8.1 The contract will be awarded following the negotiations.

2.8.2 IDCO shall retain 10% of the billing amount as Performance Security. The same shall be released after completion of the entire assignment with certificate issued by the Client on satisfactory completion of the assignment.

2.8.3 The firm is expected to commence the Assignment on the date specified in the Data Sheet.

2.9 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning consulting firm has been notified that it has been awarded the contract.

2.10 EXPERIENCE OF KEY PERSONNEL

Table-1: Preferred Experience of Key Personnel

<table>
<thead>
<tr>
<th>SL.</th>
<th>Position</th>
<th>Minimum Years of Experience</th>
<th>Specific Expertise*</th>
<th>Relevant Experience for evaluation of professional experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader - Urban &amp; Regional Planner</td>
<td>15</td>
<td>Should have Masters in Urban Planning with appropriate qualification in planning of large cities and industrial regions with allied infrastructure. The Team Leader should have Projects related to preparation of Comprehensive Master Plans / Region development plans / ZDPs / Development plans etc. For Urban Agglomerations, Industrial</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Role</td>
<td>Quantity</td>
<td>Required Qualifications</td>
<td>Additional Information</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>----------</td>
<td>-------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>2.</td>
<td>Environmental Expert</td>
<td>15</td>
<td>Should be a Postgraduate in Environmental Planning/Engineering/ Environmental Sciences or relevant disciplines with appropriate experience in conducting EIA, environment modelling &amp; preparing Environmental Management plans, Clean Development mechanism</td>
<td>Studies for preparation of comprehensive EIA &amp; EMP for an Industrial Area / township/ investment region.</td>
</tr>
<tr>
<td>3.</td>
<td>Market Analyst / Economist</td>
<td>10</td>
<td>Should have MBA or Masters in Economics with appropriate qualification in market, financial and strategic assessment</td>
<td>1) Market Analysis of industries preferably in metal &amp; metal based ancillary &amp; downstream 2) Demand / prospect assessment of Industrial projects.</td>
</tr>
<tr>
<td>4.</td>
<td>Infrastructure Planning / Designing Expert</td>
<td>15</td>
<td>Should have Masters in Infrastructure Planning/Engineering with experience in integrated infrastructure (roads, drainage, water supply, drainage, sewerage, power and telecommunication).</td>
<td>Requirement assessment / planning &amp; designing of infrastructure including roads, power supply, water supply &amp; sanitation, sewerage, drainage, telecom and other utilities etc.</td>
</tr>
<tr>
<td>5.</td>
<td>Transportation / Logistics Expert</td>
<td>10</td>
<td>Should have Masters in Transport Planning or equivalent with expertise in traffic and transport studies for major transport infrastructure projects (Highways &amp; Urban Transport&amp; logistics).</td>
<td>Projects &amp; experience include transportation demand assessment, planning &amp; designing of city level transport infrastructure including: roads &amp; highways, urban transport, logistics infrastructure, airports, rail etc.</td>
</tr>
<tr>
<td>6.</td>
<td>Finance Expert</td>
<td>10</td>
<td>Should be an MBA (Finance) / Economist with experience in market study, demand and supply assessment and project funding.</td>
<td>Projects include assessment of investment requirement for large scale development projects, possible sourcing of funds &amp; project structuring, investment phasing &amp; feasibility analysis including assessment of financial ratios, return analysis.</td>
</tr>
</tbody>
</table>
7. Social Expert 15 Should have Masters in Social work/Economics/Development planning or equivalent with expertise in collection of socio-economic data, social impact assessment, preparation of R&R plans etc. Projects involving Social impact assessment, R&R policies, socio economic surveys, social mitigation plans.

8. GIS Expert 10 Should have experience in working with ARCVIEW, AUTOCAD or similar commercial packages.

Table-2: Marks for Key Personnel:

<table>
<thead>
<tr>
<th>SL.</th>
<th>Sector Specialist</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader – Urban &amp; Regional Planner</td>
<td>8</td>
</tr>
<tr>
<td>2.</td>
<td>Infrastructure Expert</td>
<td>6</td>
</tr>
<tr>
<td>3.</td>
<td>Environmental Expert</td>
<td>6</td>
</tr>
<tr>
<td>4.</td>
<td>Social Expert</td>
<td>5</td>
</tr>
<tr>
<td>5.</td>
<td>Transportation / Logistics Expert</td>
<td>4</td>
</tr>
<tr>
<td>6.</td>
<td>Market Analyst / Economist</td>
<td>4</td>
</tr>
<tr>
<td>7.</td>
<td>Finance Expert</td>
<td>4</td>
</tr>
<tr>
<td>8.</td>
<td>GIS Expert</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>40</td>
</tr>
</tbody>
</table>

Table-3: Evaluation Criteria for Key Personnel:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Evaluation Criteria</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Educational Qualification</td>
<td>15%</td>
</tr>
<tr>
<td>2.</td>
<td>Professional Experience</td>
<td>15%</td>
</tr>
<tr>
<td>3.</td>
<td>Relevant project experience</td>
<td>60%</td>
</tr>
<tr>
<td>4.</td>
<td>Association with firm (Permanent Employee / Number of years with firm)</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>Total:</td>
<td>100%</td>
</tr>
<tr>
<td>Sl.</td>
<td>Criteria</td>
<td>Sub-Criteria</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Educational</td>
<td>Masters/ MBA/ Post graduation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Above Masters/ Additional relevant degree</td>
</tr>
<tr>
<td>2</td>
<td>Professional</td>
<td>Minimum years of professional experience as in Table-1 above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For each additional year of professional experience</td>
</tr>
<tr>
<td>3</td>
<td>Relevant Project Experience</td>
<td>Experience of working in FIVE (5) projects of similar nature</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For each additional project</td>
</tr>
<tr>
<td>4</td>
<td>Association with firm</td>
<td>Permanent Employee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 5 years with the firm</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total:</strong></td>
</tr>
</tbody>
</table>

**DATA SHEET**

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Reference</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2.3.11</td>
<td>Assignment</td>
<td>“Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment &amp; Manufacturing Zone (KNIMZ) in Jajpur District, Odisha”</td>
</tr>
<tr>
<td>2</td>
<td>1.3</td>
<td>Method of Selection</td>
<td>Quality &amp; Cost Based Selection (QCBS)</td>
</tr>
</tbody>
</table>
| 3   |           | Client | Odisha industrial infrastructure Development Corporation  
(A Government of Odisha Undertaking)  
IDCO Towers, Janpath, Bhubaneswar – 751022  
Phone: (0674) 2542784, Fax: (0674) 2540749/2542956  
Official web site: [www.idco.in](http://www.idco.in)  
Contact Person: Chief General Manager (P&C) |
| 4   |           | Last date of seeking clarification on RFP | 10th October, 2014 up to 5.00 PM |
|     |           | Address to seek clarification:  
Chief General Manager (P&C)  
Odisha Industrial Infrastructure Development Corporation (IDCO)  
(A Government of Odisha Undertaking)  
IDCO Towers, Janpath, Bhubaneswar – 751022  
Phone: (0674) 2542869, Fax: (0674) 2540749/2542956  
Official web site: [www.idco.in](http://www.idco.in)  
Email: pmu@idco.in |
<p>| 5   | 2.1       | Amendment if | Shall be intimated to all invited consultants through |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td><strong>No of copies of Proposal</strong></td>
</tr>
<tr>
<td></td>
<td>one original + one copy</td>
</tr>
<tr>
<td>7</td>
<td><strong>Bid processing fee</strong></td>
</tr>
<tr>
<td></td>
<td>Rs. 50,000/- + 5% VAT = Rs. 52,500/- in shape of Demand drafting favour of “Odisha Industrial Infrastructure Development Corporation, payable at Bhubaneswar”</td>
</tr>
<tr>
<td>8</td>
<td><strong>Pre-bid meeting</strong></td>
</tr>
</tbody>
</table>
|   | **Date:** 13th October, 2014  
**Time:** 15:30hrs  
**Venue:** IDCO Conference Hall |
| 9 | **Bid Due Date** |
|   | Up to 16:00 hours (IST); Date: 24th October, 2014  
**Address:**  
Chief General Manager (P&C)  
Odisha Industrial Infrastructure Development Corporation  
IDCO Towers, Janpath  
Bhubaneswar –751022 |
| 10 | **Validity of proposal** |
|   | 180 days from last date of receipt of proposal |
| 11 | **Opening of Bid** |
|   | Opening of Technical bid- At 16:30 hours (IST) of Bid Due Date |
| 12 | **Date & time of opening financial bid** |
|   | Shall be intimated later. |
| 13 | **Commencement of services** |
|   | The firm is expected to commence the Assignment on 15th day from furnishing the signing of the Contract |
| 14 | **Duration of contract** |
|   | 16 Months from the date of signing agreement which can be extended by another two terms of two months. |
SECTION 3: TERMS OF REFERENCE

Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha.

3.1 AIMS & OBJECTIVE

Government of Odisha proposes to develop the Kalinganagar NIMZ over 16325.88 Ha in Jajpur District of Odisha for steel and aluminium downstream & ancillary industries, spread over 43 Revenue Villages in the Jajpur District. This location has been selected considering various factors such as:

a) Proximity to Steel Production Capacities already installed at Kalinganagar  
b) Proximity to Angul & Dhenkanal where aluminium smelters are located  
c) Proximity to Paradeep Port  
d) Availability of Mineral  
e) Availability of water & power  
f) Availability of developable land (> 5000 HA)  
g) Hinterland connectivity  
h) Successful SPV for development & maintenance of Common Infrastructure – Jajpur Cluster Development Limited (A section 25 SPV) already functional at KNIC

The KNIMZ is a part of the Kalinganagar Development Authority which is spread over 468 Sq Km covering 161 Sq Km. Recently, a draft Comprehensive Development Plan for Kalinganagar Development Area has been prepared by Kalinganagar Development Authority (KNDA). The Kalinganagar NIMZ is a part of the KNDA and has been proposed keeping in view the existing Industrial growth, certain natural & manmade physical features like River Brahmani on the southern side, National Highway-53, Proposed Angul-Sukinda- Rail line on the north and State Highway-20 on the west.

The central activity zone of the proposed NIMZ is the Kalinganagar Industrial Complex (KNIC) area developed by IDCO and its surrounding developable peripheral area considering developing downstream & ancillary industries, townships etc.

KNIMZ is envisaged to be developed such that output from one unit would become feedstock for another, allowing them to feed off each other symbiotically. Entire clusters along Steel & Metal chain shall be located in the region such that the units along the value chain can interlink their production processes. KNIMZ has been planned in tandem with the objective of the NIMZ policy to develop a self-sustained region with processing area supported by adequate non-processing area.

The aims & objectives of this project are:

1. A Road Map for regulating future growth: To prepare a Comprehensive Master Plan and Zonal Development Plan envisaging a land use plan, considering potential growth and emerging development pressure and provide a road map/strategies for regulating future growth in a planned manner for the Kalinganagar National
Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha. To provide zoning, layout, landscape and infrastructure plan for development of internal and external road network, water supply, waste water and sewage distribution network and its management system, power, communication network, etc. including external connectivity to site.

2. **Environmental Sustainability**: Prepare a sustainable Comprehensive Master Plan, avoiding potential adverse implications on existing environmental resources including rich agricultural hinterland with water bodies, forest area, etc in compliance with other legislations of Government of India. Prepare a Comprehensive Master Plan and Zonal Development Plan supported by strategic environmental plan.

3. To assess the **economic and technical viability** of the identified land area for the NIMZ, taking into account the KNIMZ objectives and goals, focus on creating an enabling environment to promote local industries, improve investment climate, improve quality of life, upgrade human skills, create world class infrastructure and attract global investments.

4. To carry out a **financial analysis** to determine expected revenue streams, cash flows for the project and determine the financial viability of the project.

5. To prepare a **Detailed Project Report** to be submitted for final approval of the KNIMZ from the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

**3.2 DETAILED SCOPE OF SERVICES – Comprehensive Master Planning, Zonal Development Plan & Detailed Project Report for the KNIMZ Area**

3.2.1 **Surveys and Review of Existing Policies, Strategies and Plans**

The consultant will be responsible for collecting basic information regarding site, its surrounding and infrastructure. The consultant will undertake the site surveys, environmental and infrastructure surveys.

a) **Assessment of existing situation** and identify issues, opportunities and challenges.

(i) Assessment of the draft Comprehensive Development plan prepared for the KND
(ii) Existing land use
(iii) Review of sectoral policies, strategies and plans
(iv) Demographic and socio-economic data
(v) Physical infrastructure and utilities data
(vi) Social infrastructure data
(vii) Human settlement data
(viii) Transportation sector assessment
(ix) Environmental features, type of soil, Water resources and water management.
b) Review existing zoning ordinances, comprehensive development plans and other relevant plans and programs including any existing or future plans or projects that shall impact development of the project;

c) The Consultant shall conduct necessary field studies and surveys to update missing information needed for preparation of the project:

a. **Topographical survey** of the site with key location plan of the site w.r.t. the following:
   
i. Approach road/ Highway
   ii. Transmission lines with poles etc.
   iii. Water bodies etc.
   iv. Any other services connected to preparation of Broad Master Plan and design of the Infrastructure services.

b. **Hydrological investigation** with respect to the following details:
   
i. Rainfall data
   ii. Surface water bodies bed levels, full supply level
   iii. Ground water level
   iv. Location of swamps, marshes and floodplains

c. **Detailed traffic surveys** of the entire section of road including:
   
i. Classified volume counts and PCUs at including locations near intersections and junctions
   ii. Origin-Destination and Commodity Movement Characteristics
   iii. Intersection Volume Count
   iv. Speed-Delay Characteristics Project Road Section
   v. Past trend growth and future growth projection
   vi. Road condition and inventory survey
   vii. Bridge condition and inventory survey

d. **Environmental quality survey** (one season):
   
i. Air quality survey
   ii. Water quality survey
   iii. Noise quality survey

e. **Physical infrastructure mapping**:
   
i. Water Supply System Mapping with ground verification
   ii. Existing Water resources in the KNIMZ area
   iii. Sewage System Mapping with ground verification
   iv. Power System Mapping with ground verification
   v. Solid Waste Management System Mapping with ground verification

f. **Stakeholders’ Consultation** (documentation has to be done with photographs and recorded minutes of meeting along with analysis and finding):
   
i. Village Community
   ii. District level
   iii. Workshops at Kalinganagar

d) **Base Map preparation**:

a. Digitisation of geo-referenced revenue village maps, revenue boundaries with survey number of concerned village and town, combining of village maps with survey nos., bringing them to uniform scale, i.e. 1:20000 for Comprehensive master plan and 1:8000 for Zonal Development Plan.
b. The available digitised village revenue maps and satellite images along with GIS based maps shall be shared by IDCO with the consultant

c. While an area of 16000 HA has been identified to be developed as NIMZ, after due situation analysis, demand studies, environment & social impact and implementation feasibility, the consultant may suggest to realign the delineated area of KNIMZ.

3.2.2 Vision Formulation for 2035

The Consultant shall:

a. Identify opportunities, strengths, weaknesses and threats for the development of the Project Area.

b. Formulate a Development Vision, stating Vision Statement, targets and strategies to achieve goals.

c. Make a realistic demand assessment on key economic activities and employment opportunities.

d. Demographic projection up to 20 years and estimate future demand on physical and social infrastructure.

3.2.3 Market Survey & Demand Assessment

The Consultant shall:

- Carry out a macro-economic review of region.
- Assess regional and locational strengths and constraints and analyzing the investment climate with respect to existing resources and potential sectors that would influence the successful development of the proposed project.
- Identify parameters that influence attractiveness of proposed project and critical evaluation of the same to derive key drivers for enabling realization of project goals.
- The consultant shall analyze in detail the resource base of the region in terms of natural resources, agriculture, minerals etc.
- Analyze in detail the resource base of the region in terms of natural resources, minerals etc.
- Opportunity assessment at global, national and regional level in terms of Output, FDI, Growth, Employment, Investment trends, sector dynamics, infrastructure availability, technology and manpower availability, etc.
- Analyze future development prospects, identify target sectors / markets based on the competitive and comparative advantage to enhance the pace of economic development, promote exports and ensure balanced development.
- Identify the potential companies at global and national level that could exploit the identified resources.
- The likely space demand from the identified target companies for space within the project shall be estimated, and a practical zone space marketing plan based on the estimates of demand shall be suggested.
3.2.4 Project Component Mix & Infrastructure Provision

**Product Mix development**

Summarise the findings in the form of a product and space-mix in the proposed global city. Based on the outcome of the demand assessment and future growth pattern, evolve a suitable Product/Activity mix for the developable land and assess likely investment potential to activate local commerce and enhance investments.

This shall include:
- Space allocation for different categories of industries/ business establishments within the project site and the ancillary activities, if required/feasible;
- Area for Specialized Infrastructure as per specific requirements of proposed activities
- Residential & Social Infrastructure
- Commercial and retail activity
- Institutional area - conference facilities, training centre etc.
- Other Support facilities required as per finalized products mix and prevailing trends.

**Infrastructure Gap Assessment**

Based on the demand study and infrastructure gap assessment, the requirement and sizing of internal, common, social and external infrastructure will need to be carried out but not limited to, as under by the consultant:
- Assessment of Internal Infrastructure Facilities
  - Access roads, internal road network, street lighting, parking facilities etc;
  - BRTS/ LRTS or any other mass transport system within the site;
  - Commercial Infrastructure: ECC, hotels, city centre, shopping facilities, etc;
  - Industrial Infrastructure: telecom, power, water, effluent treatment plant, etc;
  - Civic Infrastructure: drinking water, sewerage, drainage, water treatment plant, etc.
- Assessment of Common Facilities
  - Identify requirement of common facilities and infrastructure to the needs of identified activities and potential occupants.
- Assessment of External Infrastructure Facilities
  - Linkages with NH, rail connectivity, access roads, etc;
  - BRTS/ LRTS or any other mass transport system linkages connecting the site to the nearest existing and proposed mass transport systems
  - Telecom, power & water availability, etc.
- Residential, Commercial & Social Infrastructure Facilities
  - Requirements of supporting Residential & Commercial within the city;
  - Desirable level of social infrastructure in the vicinity of the project during development stage.
3.2.5 Conceptual Master Plan

- The Consultant shall prepare at least 2 (TWO) Alternative Conceptual Master Plans for the proposed project defining the future development zones with allocation of area for each component of the suggested activity mix, proposed measures for augmentation of external linkages to the project, for physical and social infrastructure, protected zones and rehabilitation areas etc.

- The Consultants shall evolve the areas for each activity/component like industrial, residential, public/semi-public, transportation, green areas, utilities, etc. based on accepted international standards, proposed measures for augmentation of external linkages, for physical and social infrastructure, protected zones and rehabilitation areas etc. The Concept Plan should be prepared such that the KNIMZ will be a self-sustaining node with all infrastructure facilities.

- The Consultant shall estimate the total population for the project based on direct and indirect employment and then the total land area required for the region based on appropriate density standards. While doing this the consultant shall explore alternative urban forms e.g. compact, dense development visa–vis lower density, spread-out development, etc., illustrate their merits & demerits and work out the land requirement for each alternative. The consultant's analysis should be justified through credible norms and basis from best practices from domestic/international examples. Based on the concept plan alternatives the State Government shall select the optimal/best option.

- Based on the approved concept plan the consultant will devise a phasing strategy. It is expected that development of envisaged facilities in each phase will make the KNIMZ is self-sustainable with provision for expansion and integration in the future. The Consultant is also expected to keep in view the results of market assessment study while devising the phasing strategy. The conceptual master plan should clearly show allocated area for each component of the suggested activity mix, proposed measures for augmentation of external linkages.

- The Concept Plan should also include strategy & suitable measures for ensuring economic, commercial and aesthetic value. Discussing the advantages/disadvantages of alternatives and suggesting the preferred conceptual master plan.

3.2.6 Detailed External Infrastructure Planning

- It is envisaged that the necessary external infrastructure that will be required for the efficient operations of the NIMZ include:
  - A 6-lane NH 53, connecting the NIMZ to the neighbouring areas and Paradeep Port
  - Renovation of existing barrages on the River Brahmani and River Kharsuan/Patia to ensure adequate water supply to the industries
  - A water supply system to draw water from these reservoirs to the NIMZ site
  - A new grid station
  - Enhanced rail connectivity for transport of raw materials and finished goods
  - Truck terminals
• The Consultant shall finalise the model in consultation with IDCO for development of external infrastructure and prepare the required drawings and other documents for development of these external infrastructure works including their components.
• The Consultant shall identify the water source and propose the conveyance system of water from nearest source to the site.
• The Consultant shall demarcate a corridor for sourcing of power from nearest source.
• The Consultant shall carry out the necessary investigations and surveys and prepare the drawings and sections for all the approach roads.
• The Consultant shall do the necessary traffic forecasting to assess the need for widening the roads connecting the site to national highway, state highway, development of new airport and mass transport system.

3.2.7 Detailed Internal Infrastructure Planning in the KNIMZ Area
The consultant shall be responsible for detailed internal infrastructure planning for the project:

Power Connectivity:
• Based on the master plan, the Consultant shall prepare the power distribution system for the entire site till parcel level including all types of feeder lines (EHV, HT, LT).
• The Consultant shall identify the necessary routes and reserve corridors for the network.
• Apart from power to the parcels, the Consultant shall prepare the necessary network for supplying power to common areas for street lighting, traffic lights and other such elements.
  − Estimate the phase wise power requirement
  − Identification of source of power supply (on-site &/or off-site)
  − Assessment of power consumptions
  − Identify the locations and capacity of major stations and sub-substations
  − Planning & design of all networks including street lighting along-with necessary protection and safety equipment

Water Supply:
The consultant shall prepare the infrastructure plan till parcel level for water supply conveyance, storage and distribution system for the project area including but not limited to the following:
• Planning of water supply system as per the norms stipulated by CPHEEO manual on Water Supply and Treatment
• Fixation of zoning plan for water distribution.
• To propose enhancement of the water supply resilience by adopting rain water harvesting solutions & recycled water utilization on sustainable basis
• Layout of Water Supply Distribution System based on land use distribution.
• Recycled Water network plan.

Telecom:
• The Consultant shall prepare the telecom and ICT network for the area such that high-speed data and voice communications can be operational.
• The Consultant shall advice the Client on the latest advancement in available and implementable technologies that can be used for the site. The client lays significant importance to a robust telecom network that is available to all and augmentable due to changing requirements and technologies.

Drainage System:
• The Consultant shall prepare the drainage network of the site including but not limited to conveyance systems, storage, recycling / harvesting systems and disposal.
• The Consultant shall undertake measures to avoid flooding of the site that is indicated by prior studies and analysis of available data.
  – Preparation of Storm Water Drainage plan as per the proposed grading of Master Plan and location of RWH structures & outfall points
  – To study various Rain Water Harvesting techniques & suggest most appropriate technique as per the geology, soil and underground water characteristics

Assessment of Social Infrastructure& Services:
• The Consultant shall carry out a Gap Assessment of human resources, social infrastructures like health, education, housing and recreational etc. with respect to future requirements and to cater to envisaged activity mix and potential demand in the delineated zone.

• Residential, Health Care, Educational, Commercial, Recreational, Hotels / Restaurants, Sports & Allied Urban Infrastructure Development to cater to the various requirements of the envisaged industrial activities and to effectively integrate with prevailing / potential tourism prospects in and around the region. These facilities could be considered based on Consultant’s approach for planning of the Industrial Area.

Assessment of Transport Infrastructure:
• Transport Infrastructure shall include bus bays, truck parks, logistics parks, container terminals, etc. the NIMZ area.

3.2.8 Land Acquisition
The consultant shall review the existing studies / reports already prepared for the Investment Region and in consultation with IDCO, shall prepare:
• Inventory of existing, on-going and proposed land use, industry and infrastructure development initiatives in the delineated zone.
• Status of Land Acquisition
• Assessment of land to be procured for the project
• A workable & acceptable land Acquisition / aggregation plans
• It is expected that the Consultants shall carry out the strategy in consultation with the stakeholders.
• Time frame of remaining land acquisition
• Land pooling & aggregation techniques including TP schemes are expected to be assessed in line with the preparedness and social aspirations of the local populace

3.2.9 Assessment of Industrial and Commercial Potential

Stakeholders’ Views:
• This scope of the work includes detailed discussions with various stakeholders (Regional, National and Global players) - processors, infrastructure providers, financial institutions, Central/ State Government Agencies, etc. for identifying their concerns and expectations.
• Interact with selected potential foreign investors and multinational companies to assess the future growth trends, and identifying their concerns and expectations from the KNIMZ Project.

Assessing Type, Investment & Turnover of Manufacturing Industry:
• The Consultant should identify industries that may be developed along with demand analysis and estimated phasing of land off-take by industries and associated sectors.
• The Consultant should estimate the Total Investment and Turnover of the Manufacturing Industry.
• Opportunity assessment at global, national and regional level in terms of Output, FDI, Growth, Investment trends, sector dynamics, etc.
• The Consultant should assess the Industrial Production / Output for all the targeted industries that are envisaged to be located in the Industrial Zone. The estimates should be based on relevant economic techniques used for projections.

Export Potential of the Proposed Manufacturing Industry:
• The Consultant should assess Export Oriented Industries which can be located in the Industrial Area.
• Consultant shall estimate likely export potential and investment at the proposed site with respect to target industry sectors/activities.

Employment potential:
• The Consultant shall identify the Human Resource Availability in the KNIMZ region
• The Consultant shall estimate the build-up of skill-force requirement and likely Employment Potential with the development of the Industrial Area both direct and indirect.
• The Consultant shall determine the prospects of delineated zone’s contribution towards meeting KNIMZ Project Goals with respect to employment opportunities, economic growth /GDP, industrial output, exports, etc.

3.2.10 Environment Impact Assessment (EIA):
In the context as a statutory requirement of Ministry of Environment & Forest GoI, necessary studies pertaining to EIA & EMP needs to be prepared out as per the guidelines following best practices as approved and accepted by Multilateral funding agencies like Asian Development Bank, World Bank, IFC etc.

a. The main objective of the services is to carry out a preliminary Environmental Impact Assessment Report for the proposed project, evaluate potential environmental problems that would arise out of the proposed NIMZ development and suggest the redressal mechanism to be adopted during the project's planning and design stage.

b. Preparation the Environmental Impact Assessment report and Environmental Management Plan and other relevant mandatory documents / report required for Environmental clearance as per the guidelines laid down by the Moe and other relevant / concerned Departments / agencies.

c. The consultant shall prepare the Requisite TOR for EIA Clearance as per prescribed guidelines/ directions of competent Authorities on behalf of IDCO.

NOTE: If need be, the Comprehensive EIA shall be carried out as a separate assignment

3.2.11Technical infrastructure requirement / proposed:
Development of Skill Development Centres as per international manufacturing / production services industry standard to ensure availability of specially trained manpower in vicinity of activities for existing and proposed industry sectors by suggesting suitable locations with broad concept plans for Research & Development Centres / Common Facility Centres / Quality Certification & Testing facilities / Industrial Training Institutes / Centre of Excellence.

3.2.12 Social Impact Assessment
Consultant shall conduct social assessment for the proposed site, identifying the requirements for land acquisition, relocation/resettlement requirements, if any. It is expected that the identified site mostly involves government owned/acquired land with minimal requirements of relocation/resettlement. The objective is to study impact, which may be direct–indirect, intended-unintended, and positive and negative on the societies and the social consequences that are likely to occur due to the development of the NIMZ. The consultant is expected to identify and address socio-economic issues pertaining but not limited to the following:
1. To assess the existing R&R Policy of the state

2. To identify and assess social issues that can represent significant risk and opportunity due to development of the township.

3. To estimate and optimize the socio-economic cost, resources required for mitigation measures.

4. Prepare a Resettlement & Rehabilitation Plan, which sets out policy and strategies to mitigate adverse effects and to maintain living standards of those affected by land acquisition and any other resettlement effects. It should be in line with the policy objectives of the government for land acquisition and resettlement.

5. The report shall set the parameters for the entitlements package for those affected, the institutional framework, mechanisms for consultation and grievance resolution, the timeframe and cost estimates.

6. The study shall define socio-economic considerations to be a part of the Legal document for Township Development project.

7. The consultant shall assess the social risk mitigation cost to be incurred by the State for smooth implementation of the project while meeting the social concerns of the local populace.

The Consultant shall prepare appropriate mitigation plan, Resettlement & Rehabilitation (R&R) schemes, especially with focus on skill development, capacity building, etc. to offset the imbalance likely to be created by displacement.

3.2.13 Investment Planning and Financial Analysis

- The consultant shall prepare project cost estimates of all the components of the project
- The consultant shall also prepare the financial viability model
- The Project is assumed to be financed through budgetary funding from Government of India, Government of Odisha and through PPP.
- The Consultant shall suggest the means of finance for development of land, internal & external infrastructure and social infrastructure.
- The Consultant is required to provide the detailed cost estimates for the following:
  i. Land

Out of the total 16325 HA of land earmarked for the NIMZ, 5811 HA of land is already acquired by IDCO. For the Processing Area, balance 3000 HA shall be acquired.

The Consultant is required to provide an estimate for:
  - Cost of Land
  - Cost of Compensatory Afforestation
  - Cost of Rehabilitation
ii. **External Infrastructure**
   The Consultant is required to provide cost estimate external infrastructure connectivity.

iii. **Internal Infrastructure**
   The Consultant is required to provide a cost estimate for:
   - Site Development
   - Roads & Highways
   - Internal Water Distribution Network
   - Internal Power Distribution Network
   - Transport Infrastructure
   - Sewerage & Sanitation infrastructure
   - Other infrastructure & utilities

iv. **Social Infrastructure**
   - The Consultant shall determine the scope and cost of Common Infrastructure facilities including but not limited to: Residential, Health Care, Educational, Commercial, Recreational, Hotels / Restaurants, Sports & Allied Urban Infrastructure Development, etc.

   - The Consultant should construct Detailed Financials to determine expected revenue streams, cash flows for the project and determine the financial viability of the project.
   - Financial Indicators need to be worked out but not limited to: Payback period, IRR, NPV, Profitability ratio, Sensitivities and Scenarios.
   - The Consultant shall also prepare value for money analysis to compare the **PPP options** to public funded alternatives.
   - Based upon the inputs from the above analysis, alternate financial structures for the project will be developed and a financially viable model will be suggested by the Consultant so as to attract Private sector participation and to minimizing the financial burden on the State. Consultant shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.
   - All assumption used in the financial analysis along with basis of assumptions shall be elaborated.
   - Consultant shall provide the unlocked and editable soft copy of the financial model in Microsoft Excel.

3.2.14 **Proposed Management Structure:**
The NIMZ guideline suggests that, the State Government shall constitute a Special Purpose Vehicle (SPV) to discharge the functions specified in the policy. The CEO of the SPV shall be a senior Government official appointed on a full-time basis. There shall be a provision for suitable representation of a nominee of the Government of India (DIPP), of the allottees and subsequently of the industrial units on Board of the SPV.

IDCO and Kalinganagar Industries Association (KIA) formed an SPV (a Section 25 Company) under the name & banner Jajpur Cluster Development (JCD) on
12.03.2004 for building and managing the existing infrastructure facilities at the Kalinganagar Industrial Complex (KNIC). The KNIC infrastructure upgradation scheme has been done under the IIU Scheme of DIPP, Government of India.

The Consultant shall provide a detailed assessment of the legal framework for implementation of the NIMZ at Kalinganagar for Final Approval from DIPP, Government of India.

3.2.15 Comprehensive Master Plan with Broad Cost Estimates

The consultant will undertake Detailed Master Planning which will include but will not be limited to the following:

- Preparation of a layout master plan indicating proposed overall land use and provide details of:
  - Area required for each land use type as a percentage of total area
  - Percentage of saleable land for each land use type
  - Access Road System and Connectivity to various plots
  - Integration with the external transport infrastructure such as Highways/MRTS.

- Preparation of detailed plans for commercial, recreational and social infrastructure ensuring requisite residential, health care, social, commercial, recreational, allied urban infrastructure facilities in the global city.

- Consultant has to indicate for each infrastructure facility whether it will be developed upfront, in total, in parts or in phases. The design service deliverables should conform to the relevant guidelines and byelaws. Development within each plot is to be taken up individually by the allottees and hence is excluded from the scope of work.

- Preparation of development control guidelines and regulation for entire project as well as for the plot level.

- The consultant shall prepare Block Cost Estimates for the selected alternative for phase-wise implementation of various project components, physical and social infrastructure, external linkages, etc. for the proposed project.

3.2.16 Phase-wise preparation of Zonal Development Plan (ZDP)

With respect to growth of the region, it is anticipated that the project shall be implemented in phases. During approval of the conceptual plan of entire delineated area of the NIMZ, the consultant shall suggest phase-wise development of the entire planning area into different zones for implementation of the project in a phased manner preferably in the following manner:

a) Phase – I : CMP for 100 Sq Km including the existing KNIC area (ZONE –I)

b) Phase –II : CMP for the remaining part of the KNIMZ area (Zone –II)
In other words, the Consultant shall recommend a suitable sizing and infrastructure development strategy for phase-wise development of the proposed NIMZ spreading over 16000 Ha.

Based on the approved conceptual plan, the CMP for such suggested zones shall be submitted by consultant in a phase manner during the entire timeframe of sixteen months.

3.2.17 Maps

The following maps shall be prepared and submitted by the Consultant along with the application for final approval:

- An administrative and physical map showing the overall boundary of the NIMZ indicating the districts, villages, townships, water bodies, high lands, low lands, forests etc. which lie within its boundaries.
- A map showing existing land use, i.e., existing industrial areas, SEZs, PSUs, social infrastructure. At least 30% of the total land area proposed for the NIMZ will be utilized for location of manufacturing units. This area may also be clearly indicated on the map.
- Submission of all village maps digitized in 1:800 scale and procurement of high resolution satellite imageries.
- Base map for Master Plan in 1:20000 scale combining all village maps with survey numbers delineating planning zones and for ZDP in 1:8000 scale for respective zones.
- External and existing internal linkages map of proposed NIMZ.

3.2.18 Regulatory Environment:

The Consultant shall analyse the regulatory & policy scenario and institutional mechanism along with the incentives offered by the Central / State Government. In addition the Consultant shall identify:

- Policy incentives available as per Central & State Government policies for applicable industries.
- Provisions under State level labour laws which have been/will be rationalized/simplified through delegation / invocation of exemptions wherever provided for, subject to alternative mechanisms; third party – self certification; combination of forms – registers.
- Provisions under State level environmental laws which have been/will be rationalized / simplified through delegation/invocation of exemptions wherever provided for, subject to alternative mechanisms; third party – self certification; combination of forms – registers.
- Provisions under other relevant State level laws which have been/will be rationalized / simplified through delegation/invocation of exemptions wherever provided for, subject to alternative mechanisms; third party – self certification; combination of forms – registers.
3.3.19 Marketing and Business Plan

- The consultant will provide a detailed marketing and business plan for the development of the project including business model, future marketing options and plans regarding future operations and functioning of the park.

3.3 DELIVERABLES & TIMEFRAME

The list of reports/deliverables for this assignment is as follows:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Reports/ Deliverables</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of Inception Report</td>
<td>D*+0.5 Month</td>
</tr>
<tr>
<td>2.</td>
<td>Preliminary site assessment report identifying the existing status of development and infrastructure</td>
<td>D+2.0 Month</td>
</tr>
<tr>
<td>3.</td>
<td>Vision &amp; Strategy formulation report with Delineation &amp; Preparation of the Base map for KNIMZ in 1:20000 scale combining all village maps</td>
<td>D*+3 Months</td>
</tr>
<tr>
<td>4.</td>
<td>Submission of Draft Feasibility Report and Conceptual Master Plan (two alternatives) of the KNIMZ</td>
<td>D*+4 Months</td>
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<tr>
<td>5.</td>
<td>Submission of Final DPR (Deliverables as per the NIMZ guidelines of the Department of Industrial Policy &amp; Promotion, Government of India for obtaining Final Approval)</td>
<td>15 days from receipt of comments on Draft Report from IDCO, whichever is earlier</td>
</tr>
<tr>
<td>6.</td>
<td>All field survey reports/ traffic surveys/demand assessment with detailed analysis/Preliminary EIA report.</td>
<td>D*+6 Months</td>
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<tr>
<td>8.</td>
<td>Submission of Draft CMP for the Phase-I</td>
<td>D*+9 Months</td>
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<tr>
<td>9.</td>
<td>Submission of Draft CMP for the Phase-II</td>
<td>D*+12 Months</td>
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<tr>
<td>10.</td>
<td>Integration with KNDA CDP along with modification with respect to the Objections received through Public Hearing</td>
<td>D*+15 Months</td>
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<tr>
<td>11.</td>
<td>Submission of Final Comprehensive Master Plan</td>
<td>D*+16 Months</td>
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*Start Date shall be the date of Commencement of Services.

All the deliverables as per the list above shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/plans.
### 3.4 PAYMENT SCHEDULE

#### Detailed Project Report of KNIMZ

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Reports/ Deliverables</th>
<th>DPR Fees</th>
<th>CMP Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of <strong>Inception Report</strong></td>
<td>10%</td>
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<tr>
<td>2.</td>
<td>Preliminary site assessment report identifying the existing status of development and infrastructure</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Vision &amp; Strategy</strong> formulation report with Delineation &amp; Preparation of the Base map for KNIMZ in 1:20000 scale combining all village maps</td>
<td>30%</td>
<td>10%</td>
</tr>
<tr>
<td>4.</td>
<td>Submission of <strong>Draft Feasibility Report and Conceptual Master Plan (two alternatives) of the KNIMZ</strong></td>
<td>20%</td>
<td>10%</td>
</tr>
<tr>
<td>5.</td>
<td>Submission of <strong>Final DPR (Deliverables as per the NIMZ guidelines of the Department of Industrial Policy &amp; Promotion, Government of India for obtaining Final Approval)</strong></td>
<td>30%</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>All field survey reports/ traffic surveys/ demand assessment with detailed analysis/ Preliminary EIA report.</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>7.</td>
<td>Submission of <strong>Stakeholders’ Consultation Report and the Social Impact Assessment Report</strong></td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>8.</td>
<td>Submission of <strong>Draft CMP for the Phase-I</strong></td>
<td></td>
<td>20%</td>
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<tr>
<td>9.</td>
<td>Submission of <strong>Draft CMP for the Phase-II</strong></td>
<td></td>
<td>10%</td>
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<tr>
<td>10.</td>
<td>Integration with KNDA CDP along with modification with respect to the Objections received through Public Hearing</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>11.</td>
<td>Submission of <strong>Final Comprehensive Master Plan</strong></td>
<td></td>
<td>20%</td>
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</tbody>
</table>
Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones.

3.5 PERFORMANCE SECURITY

IDCO shall retain 10% of the billing amount as Performance Security. The same shall be released after completion of the entire assignment with certificate issued by the Client on satisfactory completion of the assignment.
SECTION 4: TECHNICAL PROPOSAL – STANDARD FORMS

| Form 4A | : Technical Proposal Submission Form |
| Form 4B | : Details of Bidder |
| Form 4C | : Description of Experience of Bidder to Illustrate Qualifications |
| Form 4D | : Average Annual Turn Over In Last Three Financial Years from DPR and Project Management Consultancy Services |
| Form 4E | : Description of Approach, Methodology and Work Plan for Performing the Assignment |
| Form 4F | : Team Composition and Task Assignments |
| Form 4G | : Curriculum Vitae (CV) For Proposed Professional Staff |
| Form 4H | : Format for Letter of Joint Venture/ Consortium |
FORM 4A
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Chief General Manager (P&C)
Odisha Industrial Infrastructure Development Corporation (IDCO)
(A Government of Odisha Undertaking)
IDCO Towers, Janpath
Bhubaneswar – 751022

Subject: Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting the details of our Member, M/s ............... who have the necessary and valid Accreditation from NABET/QCI for carrying out the Project. We are submitting our Proposal in JV with: [Insert a list with full name and address of each Joint Venture/Consortium Consultant]

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

If negotiations are held during the period of validity of the Proposal, i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
LETTER OF PROPOSAL
(On Applicant’s letter head)

Dated: 

The Chief General Manager (P&C)  
Odisha Infrastructure Development Corporation (IDCO)  
Bhubaneswar - 751022

Sub: Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha

Sir,

1) With reference to your RFP document dated ***** , I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.

2) All information provided in the proposal and in the Appendices is true and correct.

3) This statement is made for the purpose of qualifying as a bidder for undertaking the Project.

4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5) I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty 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) We certify that we have not been barred by the IDCO, Government of Odisha (GoO), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoO/SG/GoI from participating in its projects.

8) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

9) I/ We do not have any conflict of interest in accordance the RFP document;

10) 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

11) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

12) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.

13) I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.

14) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

15) I/ We further certify that in regard to matters relating to security 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.

16) I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our CMD or any of our Directors/Managers/employees.

17) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

18) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19) In the event of my/ our being declared as the successful bidder, I/We agree to enter
into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20) I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.

21) The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement.

22) I/We offer and attach as specified Non-refundable processing fee of Rs.52,500/- (Rupees Fifty Two Thousand Five Hundred Only) (Including VAT 5%) in the form of demand draft.

23) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.

24) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder
POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, __________________________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of 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 “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of Consultant for preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha, by the Odisha Industrial Infrastructure Development Corporation,(IDCO) (the “Authority”) including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 HAS EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF , 20**.

For __________________________
(Signature)
(Name, Title and Address)
PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

(to be provided by all members of the Consortium)

In the case of a Proprietary concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s.________________________ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Odisha Industrial Infrastructure Development Corporation as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of a Partnership Firm:

We hereby declare that neither we, M/s.________________________, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Odisha Industrial Infrastructure Development Corporation as indicated below:

(Here give particulars of blacklisting or holiday listing and in the absence thereof state “NIL”)

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by Odisha Industrial Infrastructure Development Corporation as indicated below:

(Here give particulars of blacklisting or holiday listing and in the absence thereof state “NIL”)

It is understood that if this declaration is found to be false in any particular, Odisha Industrial Infrastructure Development Corporation shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of Bidder:

Place:
Date:

Name of Signatory: _______________________________
FORM 4B
DETAILS OF BIDDER
(On the Letter Head of the Bidder)

(a) Name of Bidder

(b) Address of the office(s)

(c) Date of incorporation and/or commencement of business

(Please attach certified copy of registration of Firm)

Details of individual(s) who will serve as the point of contact / communication for IDCO with the Bidder.

(a) Name

(b) Designation

(c) Company/Firm

(d) Address along with Pin code

(e) Telephone number

(f) E-mail address

(g) Fax number

(h) Mobile number
FORM 4C

DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS

(Please provide information only for a project for which your firm was legally contracted by
the client as a corporate entity)

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>(1)</td>
<td>Project Name:</td>
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<tr>
<td>(2)</td>
<td>Project Location :</td>
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<td>(3)</td>
<td>Project Cost :</td>
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<tr>
<td>(4)</td>
<td>Name of Client :</td>
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<td>(5)</td>
<td>Start Date (Month/Year):</td>
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<td>(6)</td>
<td>Completion Date: (Month/Year)</td>
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<tr>
<td>(7)</td>
<td>Name of Associated Firm(s), if any:</td>
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<tr>
<td>(8)</td>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:</td>
</tr>
<tr>
<td>(9)</td>
<td>Detailed Narrative Description of Project:</td>
</tr>
<tr>
<td>(10)</td>
<td>Detailed Description of Actual Services Provided by the firm:</td>
</tr>
<tr>
<td>(11)</td>
<td>Approx. Value of Services (INR):</td>
</tr>
</tbody>
</table>

Note : The following supporting documents should necessarily be submitted by the
bidders without which the submission shall not be considered for evaluation

a. Experience quoted by Bidder should be supported by a certificate from the
client from an officer of not below the rank of Executive Engineer or Divisional
Head. The certificate from the client should clearly set out the name of the
project, activities undertaken.
FORM 4D

AVERAGE ANNUAL TURN OVER IN LAST THREE FINANCIAL YEARS FROM DPR AND PROJECT MANAGEMENT CONSULTANCY SERVICES

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turn Over (in Crores)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-11</td>
<td></td>
</tr>
<tr>
<td>2011-12</td>
<td></td>
</tr>
<tr>
<td>2012-13</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>Average Annual Turn Over</td>
<td></td>
</tr>
</tbody>
</table>

Note: The Turn Over should be certified by the Statutory Auditor/Chartered Accountant. Turn Over not certified by Statutory Auditor/Chartered Accountant shall not be considered for evaluation.
FORM 4E

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

a) Understanding of TOR, Technical Approach and Methodology
b) Work Plan
c) Staffing

Understanding of TOR, Technical Approach and Methodology:
The Consultant should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The consultant should highlight the problems to be addressed along with their importance and explain the technical approach the consultant would adopt to address them. The consultant should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan:
In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

Organization and Staffing:
In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
**FORM 4F**

**TEAM COMPOSITION AND TASK ASSIGNMENTS**

### 1. Professional Staff

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Firm</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Tasks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Support Staff

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Firm</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Tasks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM 4G

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (WITH ONE PAGE OF SUMMARY OF EXPERIENCE)

1. Proposed Position
2. Name of Firm
3. Name of Staff [First] [Middle] [Surname]
4. Date of Birth DD/MM/YYYY
5. Nationality
6. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7. Countries of Work Experience [List countries where staff has worked in the last ten years]
8. Employment record
   [Starting with present position, list in reverse order every employment held by staff member since graduation]
<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Position held</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>YYYY to present</td>
</tr>
</tbody>
</table>
9. Details of tasks assigned
10. Relevant Projects undertaken
    [Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]
    Name of assignment or project:
    Year:
    Location:
    Client:
    Project Cost:
    Main project features:
    Positions Held:
    Activities Performed:
    Name of assignment or project:
    Year:
    Location:
    Client:
    Project Cost:
    Main project features:
    Positions held:
    Activities performed:
11. Certification I, the undersigned, certify that to the best of my
| Knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. |
|---|---|
| **Signature** | **Signature** |
| Date: [dd/mm/yyyy] | Date: [dd/mm/yyyy] |
| Name of staff member: | Name of Authorized Signatory: |
FORM 4H
FORMAT FOR LETTER OF JOINT VENTURE/ CONSORTIUM
(on each company / firm’s letter head)

The Chief General Manager (P&C)
Odisha Industrial Infrastructure Development Corporation (IDCO)
(A Government of Odisha Undertaking)
IDCO Towers, Janpath
Bhubaneswar – 751022

Date: ____________________________
Reference: _________________

APPLICATION FOR REQUEST FOR PROPOSAL

Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha

Dear Sir,

We wish to confirm that our company / firm has formed / intends to form a JV / Consortium with ……………………………………. and ………………………… (members to insert names of all other members of the group) for getting qualified for undertaking aforementioned assignments.

The Joint Venture / Consortium will be led by………. (name of the lead member) whom whereby authorize to act on our behalf for the purpose of applying for the RFP. In the event of our group provided to do the consultancy services issued by Odisha Industrial Infrastructure Development Corporation (IDCO) for the subject work, we agree to be jointly and severely liable to IDCO, its successors and assigners for all obligations, duties and responsibilities arising or imposed by any contract subsequently entered into between IDCO and our group.

Yours faithfully,

Signature of Applicant:
Name of signatory:
Designation:
Name and address of firm:
Contact number:
Fax:
Email:

Enclosures:
1. Copy of Board Resolution/ Power of Attorney or Authority letter authorizing the representative to sign on behalf of the Company/ Firm or the JV as the case may be.
SECTION 5: FINANCIAL PROPOSAL

FORM 5A
FINANCIAL PROPOSAL SUBMISSION FORM

To:
The Chief General Manager (P&C)
Odisha Industrial Infrastructure Development Corporation (IDCO)
(A Government of Odisha Undertaking)
IDCO Towers, Janpath
Bhubaneswar – 751022

Subject: Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha

Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for the assignment is as follows:

A) Preparation of DPR : Rs _____________________ (Lump sum)

B) Preparation of CMP of the entire KNIMZ
   a. Total fees for preparation of CMP for KNIMZ considering 100 Sq Km shall be Rs _________________ (In Figures)
   b. Preparation of CMP of KNIMZ per sq KM is : Rs _________________ (In Figures)

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in case the Delineated area for the KNIMZ is varies the fees shall be paid proportionately.

We undertake that, in completing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We remain,
Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:
## FORM 5B
### SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Costs (in Indian Rupees)</th>
<th>Amount in Words</th>
<th>Amount in Figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Financial Proposal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Tax</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Taxes &amp; Duties</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost of Financial Proposal</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Service Tax as admissible shall be paid extra by the client.

Signature of the Bidder/Consultants:

Address:                      Date:
SECTION 6: FORM OF CONTRACT

STANDARD FORM OF CONTRACT FOR Consultancy Services for Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha

Between

______________________________
[Name of the Client]

And

______________________________
[Name of the Consultants]

Dated: __________________________

Preparation of Comprehensive Master Plan and Detailed Project Report for Kalinganagar National Investment & Manufacturing Zone (KNIMZ) in Jajpur District, Odisha

This CONTRACT (hereinafter called the “Contract”) is made the _____________ day of the month of __________________, 201_, between on the one hand, Chief General Manager (P&C), Odisha Industrial Infrastructure Development Corporation (A Government of Odisha Undertaking) IDCO Towers, Janpath, Bhubaneswar (hereinafter called the “Client”) and, on the other hand, (hereinafter called the “Consultants”).

[Note - If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

“..(hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants’ obligations under this Contract, namely, ________________ and ________________ (hereinafter called the “Consultants”)].

WHEREAS

______________________________

______________________________

______________________________
(A) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);

(B) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE THE parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract.

   (a) The General Conditions of Contract (hereinafter called “GC”);

   (b) The Special Conditions of Contract (hereinafter called “SC”);

   (c) The following Sections:

      i. Section 1 – Background
      ii. Section 2 – Information for Consultants (including Data Sheet)
      iii. Section 3 – Terms of Reference
      iv. Section 4 – Technical Proposal – Standard Forms
      v. Section 5 – Financial Proposal
      vi. Section 6 – Form of Contract

   [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix].

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

[NAME OF THE CLIENT]
By ___________________________
(Authorised Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANTS]
By ___________________________
(Authorised Representative)

[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of the Member]
By
(Authorised Representative)

[Name of the Member]
By
(Authorised Representative)
GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;

(b) “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly.

(c) “Client” means the Party named in the Contract, who employs the Consultant.

(d) “Consultant” or “Consultants” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services.

(e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in Clause 1 of such signed Contract;

(f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(g) “GC” means these General Conditions of Contract;

(h) “Government” means the Government of Client’s country;

(i) “Local Currency” means the currency of the Government;

(j) “Member”, in case the Consultants consist of a Joint Venture/Consortium of more than one entity, means any of these entities, and “Members” means all of these entities; “Member in Charge” means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
(k) "Material Adverse Effect" means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

(l) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(m) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract

(n) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

(o) "Project" means providing Services for preparation of detailed perspective plan for overall DMIC Region

(p) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;

(q) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR; and

(r) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.4

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law and shall be subject to the jurisdiction of the Courts at New Delhi.

1.3 Language

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

1.4 Notices

Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
1.5 Location
The Services shall be performed at such locations as are specified in bid document and, where the location of a particular task is not so specified, at such locations, whether in Country or elsewhere, as the Client may approve.

1.6 Authorized Representatives
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.

1.7 Taxes and Duties
Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Interpretation
In the Contract, unless the context otherwise requires:

1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.

1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, no-voted or replaced, from time to time.

1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.

1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.

1.8.6 The words ‘include’ and ‘including’ are to be construed without limitation. The terms ‘herein’, ‘hereof’, ‘hereto’, ‘hereunder’ and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words ‘other’ and ‘otherwise’ shall not be construed ejusdem generis with any foregoing words.
1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.

1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:

(i) Individual, firm, partnership, trust, Joint Venture/Consortium, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);

(ii) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and

(iii) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisers, subcontractors, agents, attorneys and other duly authorized representatives.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract
This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services
The Consultants shall commence the services from 8th day of effectiveness of the Contract or any date prior to that with written approval from the Client.

2.3 Expiration of Contract
Unless terminated earlier pursuant to Clause GC 2.5 hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.3.1 Modification
Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
2.4 Force Majeure

2.4.1 Definition
For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

2.4.2 No Breach of Contract
The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

a. has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
b. has informed the other party as soon as possible about the occurrence of such an event.
c. the dates of commencement and estimated cessation of such event of Force Majeure; and
d. the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

2.4.3 Extension of Time
Any period within which a Party shall, pursuant to this Contract, 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.

2.4.4 Payments
During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

2.5 Termination

2.5.1 By the Client
The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.5.1 and sixty (60) days' in the case of the event referred to in (g):
a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

b. if the Consultants become insolvent or bankrupt

c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

d. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

e. If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.

f. if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

g. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.5.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of the events specified in paragraphs (a) and (b) of this Clause 2.5.2:

a. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue; or

b. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.5 hereof, or upon expiration of this Contract pursuant to Clause 2.3 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 their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of
indemnity of the Client specified in clause 11 and (iv) any right which a Party may have under the Applicable Law.

2.5.4 Cessation of Services
Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.5.1 and 2.5.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clause 3.6 hereof.

2.5.5 Payment upon Termination
Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, the Client shall make the following payments to the Consultants:

a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

b. If the Contract is terminated pursuant of Clause 2.5.1 (a), (b), (d), (e) or (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of Clause 9 of this Contract. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.5.6 Disputes about Events of Termination:
If either Party disputes whether an event specified of Clause 2.5.1 or in Clause 2.5.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General
The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.3 Conflict of Interests
3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, 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 for the period of two years.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and

(b) after the termination of this Contact, such other activities as may be specified in the SC.

3.3 Confidentiality

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

3.4 Consultant’s Actions Requiring Client’s Prior Approval

The Consultants shall obtain the Client’s prior approval in writing before taking any of the following actions:

a. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain
fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract.

b. appointing such members of the Personnel mentioned in the technical proposal ("Key Personnel"), and

c. any other action that may be specified in the SC.

3.5 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in the said TOR.

3.6 Documents Prepared by the Consultants to Be the Property of the Client

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

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

3.8 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance policies, and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.
4.0 CONSULTANTS’ PERSONNEL

4.1 Description of Personnel

4.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants’ Key Personnel are described in Annexure 2-1 of section 2. The Key Personnel listed by title in Annexure 2-1 of section 2 are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the estimated periods of engagement of Key Personnel may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

4.1.2 If required to comply with the provisions of Clause 3.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client’s written approval.

4.2 Removal and/or Replacement of Personnel

a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should not exceed 15% of the total key personnel.

b. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced. Further for Key
Professional Personnel replaced for the second time, the remuneration payable shall not exceed 80% of the remuneration which would have been payable for the Personnel replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions
Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall: provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services;

a. assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
b. facilitate prompt clearance through customs of any property required for the Services;
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
The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government’s country in respect of which access is required for the performance of the Services.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration
The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants’ costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. The Contract Price may only be increased above the amounts if the parties have agreed to additional payments in accordance with Clause 2.3.1.

6.1.1 No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.

6.2 Contract Price
(a) The price payable in local currency i.e. Indian Rupees

6.3 Payment for Additional Services
For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.3.1
6.4 Terms and Conditions of Payment
Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.

7. SETTLEMENTS OF DISPUTES

7.1 Amicable Settlement
The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Disputes Settlement
Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

8. Responsibility for Accuracy of Project Documents

8.1 General

8.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

8.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

9. Liquidated Damages
The Parties hereby agree that in case consultant fails to complete the assignment within the period specified under the Agreement, the consultant shall pay to the client fixed and agreed liquidated damages, and not as penalty, @ 1% of the agreed fees for each week of delay. The aggregate maximum of liquidated damages payable to the client under this clause shall be subject to a maximum of 10% of the total agreed fees.

10. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

10.1 The Consultant represents and warrants to the Client that:
   a. It is duly organised, validly existing and in good standing under the applicable laws of its Country;
   b. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
d. it has the financial standing and capacity to undertake the Project;
e. this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
f. it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
g. there are no actions, suits, proceedings, or investigations pending or, to the Consultant’s knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
h. no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
i. no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

11. MISCELLANEOUS

11.1 Assignment and Charges
   a. The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which consent the Client shall be entitled to decline without assigning any reason whatsoever.
   b. The Client entitled to assign any rights, interests and obligations under this Contract to third parties.

11.2 INDEMNITY
   The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys’ fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in Clause 3 hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (Collectively “Indemnified matter”)

   As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third
party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive till all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.

The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

11.3 **Governing Law and Jurisdiction**

The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law and subject to clause 7.2 hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

11.4 **Waiver**

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
   i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract:
   ii. shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
   iii. shall not affect the validity or enforceability of the Contract in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

11.5 **Survival**

Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

11.6 **Notices**

Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC.
The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

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

11.8 No Partnership
Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

11.9 Language
All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.

11.10 Exclusion of Implied Warranties etc.
The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

11.11 Agreement to Override Other Agreements
The Contract supersedes all previous agreements or arrangements between the Parties, including any memoranda of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

11.12 Counterparts
The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.
**SPECIAL CONDITIONS OF CONTRACT**

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of contract</th>
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1.1 The words “in the Government’s country” are amended to read “in INDIA”

1.1 (j) The Member in Charge is ________________________________

1.3 The language is: English

1.4 The client address is:
   The client address is:
   Client: ________________________________
   Attention: ________________________________
   Telex: ________________________________
   Facsimile: ________________________________

   The consultant address is:
   Consultants: ________________________________
   Attention: ________________________________
   Telex: ________________________________
   Facsimile: ________________________________

1.6 The Authorized Representatives are:

   For the Client : ________________________________

   For the Consultant : ________________________________

1.7 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. **IDCO shall reimburse only service tax. Consultants have to assess all other taxes and should build them in their proposal.**

2.1 The date on which this Contract will come into effect is: ________________________________

2.3 The period shall be **Sixteen (16) Months.**

3.7 Limitation of the Consultants' Liability towards the Client-
   (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to
damage caused by the Consultants to the Client’s property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and
(ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants’ liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.8 The risks and the coverage shall be as follows:

a. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.

b. Third Party liability insurance with a minimum coverage, for INR One Million for the period of consultancy.

c. Professional Liability Insurance - Consultants will maintain at its expense; Professional Liability Insurance including coverage for errors and omissions caused by Consultant’s negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (A) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher with a minimum coverage of [insert amount and currency].

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 the contract. In case of Joint Venture/Consortium or ‘in association’, the policy should be in the name of Joint Venture/Consortium / in association entity and not by the individual partners of the Joint Venture/Consortium /association.

Employer’s liability and workers’ compensation insurance

- in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions 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
from the date of commencement of services and remain effective as per relevant requirements of contract agreement.

- any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.4 Consultancy fee will become payable at progressive stages as follows:-

This fee will become payable on submission and acceptance of followings deliverables at progressive stages as given below:-

Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 75 days in the case of the final payment, on achievement of milestones.

7.0 Dispute Settlement

If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties.

In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The arbitral tribunal shall render its award within a period of 45 days from the date of commencement of arbitration proceedings and the award rendered by the arbitral tribunal shall be final and binding on the parties.