

BID DOCUMENTS

AUDYOGIK KENDRA VIKAS NIGAM (REWA) LIMITED, REWA.

(A Govt. of Madhya Pradesh undertaking, subsidiary of MPTRIFAC Ltd., Bhopal)

TERMS OF REFERENCE FOR APPOINTING A CONSULTANT

FOR

PREPARATION OF DETAILED PROJECT REPORT

FOR

**ESTABLISHMENT OF A
NEW INDUSTRIAL AREA**

JALSAR (KOTMA),

DISTRICT ANOOPPUR - (M.P.)

Regd. Office;

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TERMS OF REFERENCE FOR THE CONSULTANCY ASSIGNMENT
for preparation of a Detailed Project Report
for establishment of an Industrial Area, Jalsar (Kotma) Distt.-Anooppur (MP).

1. BACKGROUND :

M.P.Audyogik Kendra Vikas Nigam (Rewa) Ltd., Rewa, (hereinafter called as 'AKVN, Rewa'), a subsidiary Company of M.P. Trade and Investment Facilitation Corporation (MPTRIFAC) Ltd., Bhopal, is a wholly owned Government Company of Government of Madhya Pradesh, incorporated under the Companies Act, 1956. The AKVN, Rewa is dedicated for promotion of industries and industrialization in the Vindhya Region of the State and is presently engaged in the activities of development and management of Industrial Areas and Infrastructure facilities in the Vindhya Region of Madhya Pradesh. AKVN, Rewa proposes to set up an Industrial Area, Jalsar (Kotma) Distt.-Anooppur (MP).

AKVN, Rewa wishes to appoint a Consultant for preparation of a Techno Economic Feasibility Report (Detailed Project Report) and selection of a Single Construction Agency for developing an Industrial Area Jalsar (Kotma) Distt.-Anooppur (MP) in an area of approx 116.53 Hectares, which shall have basic infrastructure for the upcoming industrial area. **The infrastructure development of this Industrial Area shall be made in two phases i.e. in Ist Phase of 50.00 heaters of land and in IInd Phase of 66.53 hectares of land. But lay out plan would be made for the entire land irrespective of development of the area in a phased manner.**

The selected Consultant shall function as the Principal Advisor to AKVN Rewa and would be expected to provide comprehensive handholding services throughout the development process through extension of its services for project design, master planning and structuring and completing the tasks with the selection of Construction Agency through an open bidding process. The Consultant shall take into consideration the locational advantages and the industrial developments to the area, and would attempt various cost effective development options maintaining transparency in the process. A modular approach should be followed so as to accommodate the proposed objective.

2. SCOPE OF WORK :

A. Preparation of Detailed Project Report (DPR).

The feasibility cum detailed project report should as a minimum establish and evaluate the following :

- a) the basic characteristics of the project
- b) market demand assessing the locational advantages
- c) sources and availability of the project inputs
- d) preliminary contour survey of area, planning, designing, drawing and estimation of project components such as connectivity, source of water supply, source of electrification, and development of internal basic infrastructure (roads, drains, street light, water treatment plant, water storage and distribution system, establishment of Sub-station etc.,etc.,)
- e) financial appraisal of the project i.e. project financing pattern, cost, profitability, recovery mechanism including sensitivity analyzing
- f) preliminary cost estimation of both external & internal infrastructure on the basis of SOR of MPPWD
- g) socio-economic profile of the project

(B) Others

- a) exploration of grant under the Govt. of India scheme
- b) to get various regulatory clearances such as approval of Lay Out Plan from Town & Country Planning and clearance from other relevant Govt. Departments, if requires.

BRIEF OF SERVICES:

Part-A : Techno Economic Feasibility Report (TEFR) which is to include preparation of detailed project report for establishment of Industrial Area, Jalsar (Kotma) Distt. Anoopur (MP) in an area of approx. 116.53 hectare.

The outline of the scope of work is given below :

- a) Database Generation

This would involve extensive discussion with MPTRIFAC/AKVN Rewa and Local Association to interact and exchange views on the subject. The Consultant shall collect the available relevant data and conduct analysis of the same to assess the adequacy, to identify data gaps and constraints including sources for additional data collection.

- b) Field Investigation and Surveys

The Consultant is required to carry out following investigations and surveys such as resistivity survey, availability of water, CBR value, Soil bearing capacity etc for preparation of a consolidated base plan of the site based on survey and physical site verification by the Consultant. The Consultant is required to carry out contour survey for financial layout plan of the area.

- c) Site Analysis

It would include site reconnaissance and analysis of the site condition in terms of location, topography, available infrastructure including existing and proposed transportation facilities, land use characteristics, proposed regional development plans and infrastructure projects, such as water power and telecommunications supplies, sewerage and drainage facilities, topographic level, vegetation and encumbrances conditions etc.

- d) Market study, Demand Assessment and Competition Scan

The Consultant would conduct background study to assess the competitive scenario of the proposed project, selected examples of similar project shall be studied

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and outlining the success and failure. The economic and investment scenario in the region with special emphasis in specific area including the trends in development, available raw material etc., comparison with other states/regions, attractiveness of specific area from the view of investment shall be studied by the Consultant. Hence market analysis and competitive assessment should be carried out. The outputs of this part of the study shall be :

Competitive assessment of specific area

Identification of target factories and key investors

Demand assessment of space, infrastructure services required for the units and other related activities.

Requirement of off-site and on-site infrastructure, water, power, telecom and common facilities.

e) Requirement of Infrastructure Development

Consultants are to determine required level of infrastructure development. This will include development of land, road, construction of

drainage, water supply, power supply system and other utilities like communication, fire & safety, Banking, Police station etc. for the built up structures to support development of integrated part etc. In this regard, land use plans, detailing of infrastructure projects, services and their phasing with zoning requirements are to be indicated. The Consultant shall prepare detailed hydraulic and structural design with L-Section and Cross-section, detailed cost estimation and bill of quantities of infrastructure works. The design of various components should confirm relevant IRC code, IS code, Water supply manual etc. The estimation shall be prepared based on S.O.R. prevailing in M.P.Government Public Works Department.

f) Targeting and Positioning

Various potential industrial sectors may be identified and model for prioritizing the identified sectors may be prepared for the choosing appropriate activity/products.

g) Master Plan Development, Phasing and Costing

Vision Statement and Concept Plan

The Consultant shall envisage a vision for the development of the proposed project. Based on the baseline data and geo-technical and topographical surveys, the
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Consultant shall prepare a conceptual plan clearly defining the land use pattern for industrial, commercial, identification of infrastructure facilities including water supply, power supply, internal road network, sewerage effluent treatment, solid waste management etc.

Master Plan

Based on the identification of facility requirement, a master plan shall be so prepared to ensure development of an eco-friendly complex. The Consultant shall chalk-out bulk area allotment to various industry segments

Phasing Plan

To develop an overall phasing plan for the entire development for an incremental and sustainable development and identify the area for phase wise development. The phasing plan shall take into consideration for the self-sustainability of each phase, physically and financially and also from both the planning and ease of infrastructure provision view point.

h) Financial Analysis and Concept Business Plan

The Consultants shall recommend the optimal product mix, phasing and pricing strategy for all components of the proposed industrial area. The optimal development option shall be evolved, based on the demand identified as well as the facilities that would require to be provided to attract the target segment of the proposed industrial area.

Financial Viability

The Consultant shall prepare overall financial viability, Projects cash flow, Profit & loss account, Balance sheets and IRR/ERR together with Sensitivity Analysis etc. investment outlay of the initiatives with their financing and phasing in line with development plan-phasing.

i) Organization and Implementation Strategy

The Consultant shall identify various issues and agencies that need to be coordinated. The Consultant shall chalk out the implementation strategy listing the details regarding the responsibilities of execution of major works, operations etc. Institutional strengthening for the proposed project through PPP route or any other viable option is to be suggested.

The Consultant is to prepare an actionable time plan detailing the various developmental phases and their supporting actions.

j) Social and Environment Impact Assessment

The Consultant is to carry out a Social and Environmental Impact Assessment.

Deliverable :

- 1) A preliminary report outlining the salient contours of the proposed development plan for the project.
- 2) Detailed Bankable Techno-economic Feasibility Report (TEFR) for the project.

ELIGIBILITY CRITERIA for the Consultant (Who can apply) :

The Bidders should satisfy the following minimum eligibility criteria and only those who satisfy these criteria should submit the proposal with necessary supporting documents;

- (a) Companies/firms/private, public or government owned legal entities having business of providing professional services/consultancy for infrastructure works. Interested parties may submit their bids in individual capacity or as consortium/joint ventures of above entities. In the cases of consortium the maximum number of parties is limited to three.
- (b) Consultant should have experience in preparation of at least **one DPR** and bid process management assignment of development of **100 hectares** of land infrastructure project in last five years

OR

- (c) The bidder should have experience in preparation of at least **two DPR** and bid process management assignments of Industrial Estate/Area/Industrial Park/Residential estates/infrastructure projects at least costing of Rs. **1 crore** in each project in last 2 years. Out of 2 projects at least one project should have been completed.

- (d) The bidder should have minimum Average Annual turn over of **Rs. 1.00** crore in last three financial years.
- (e) Last Three years Balance Sheet certified by Chartered Accountant , Income Tax Returns, Registration of Firm/Incorporation of Company etc. (as the case may be)
- (f) The Bidder Team shall be manned with adequate number of experts having relevant experience in the similar assignment of the project.

SUBMISSION OF THE PROPOSAL:

Consultants are required to submit a technical and a financial proposal. The proposal shall be in English language.

Technical Proposal

Consultants are expected to examine all terms and conditions instructions included in the documents. Failure to provide all or any of the requested information will be at your risk and may result in the rejection of your proposal. During preparation of the technical proposal, you must give particular attention to the following:-

TOR (Terms of Reference) described in the document is the basic requirement of the job. The consultant should feel free to make his own assessment considering the requirement of work put in the TOR. The consultant shall have the complete responsibility for the timely completion of the assignment and no additional fee on any account shall be paid for.

The technical proposal shall include but not limited to the following :-

Letter of proposal of submission with power of attorney.

Firm's organization structure and relevant experience including details of the previous experience and details of ongoing works. However, CV of the key personnel should be attached.

The financial proposal shall be submitted as cost for complete project detailed in TOR.

The financial proposal shall be prepared to cover the task mentioned in the TOR also the tasks you may think should be carried out to meet the objective of the project.

The payment shall be made in Indian Rupees by MPAKVN by cheque. The Bank commission etc shall be borne by the Consultant.

Submission of Tender (Proposal) :

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First envelope (Envelope-A) should have a demand draft of **Rs. 50,000/-** (Rupees Fifty Thousand only) towards tender documents fee (non-refundable) and **earnest money of Rs. 2,00,000.00** (Rupees Two lacs only) in the form of DD/Bankers cheque drawn from any Nationalized Bank in favour of **Managing Director, MPAKVN (R) Ltd.**, payable at **Rewa**.

Second envelope (Envelope-B) will contain relevant documents pertaining to the fulfillment of the eligibility criteria along with necessary supporting documents, executive summary stating the important features of the proposal, work plan etc.,. Relevant proposal forms pertaining to the power of attorney, consultant's organization and experience and information regarding any conflicting activities shall also be submitted physically in Envelope-B.

Third envelope (Envelope-C) will contain financial bid.

Bidders shall have to submit envelope-A & B & C physically. All the three envelopes shall be contained in a large envelope.

Your proposal shall be valid for 60 days from the closing date.

After opening first **envelope-A** and if it is found that tender fee and earnest money are in order, then only the second envelope-B containing eligibility criteria and technical proposal shall be opened.

After opening the **envelope-B** containing eligibility criteria, if bidder is found qualified then only **envelope-C** containing financial bid shall be opened.

Earnest money of the unsuccessful bidder will be returned within 30 days of the end of validity period of the offer or execution of agreement with the successful bidder which is earlier. Earnest money of the successful bidder will be adjusted against the performance security.

The earnest money will be forfeited if:

Consultant withdraws the offer after submission during the tender validity period.

In the case of successful consultant, if the consultant fails to submit within the specified time limit to furnish the required performance security and sign the agreement.

Schedule for Submission of Bid :

Date Time

- a) Physical submission of Envelope – A, B & C : **28th September, 2015** upto 3.00 PM.
- b) Opening of Envelope A & B : **29th September, 2015** in between 2.00 PM & 5.00 PM.
- c) Checking of documents : **30th September, 2015** – From 11 AM to 3.00 PM
- d) Opening of Envelope-C of eligible bidder : **30th September, 2015** – From 3.00 PM to 5.00 PM

Negotiations :

Normally negotiations shall not be conducted, however, in exceptional cases, with the approval of competent authority negotiation may be conducted with the lowest tenderer with a view to withdraw the conditions and reduce the rates.

Award of Contract :

The contract will be awarded to the successful consultant. Other consultants will be informed that their offers have not been accepted. Successful consultant shall draw agreement with the client in the prescribed form. The consultants shall have to procure stamp paper of required amount to draw the agreement over it.

The selected Consultant is expected to commence the assignment on the date and at the location specified in the LOI.

Time Schedule :

Following time schedule to be followed :

S.No.	Component	No. of Days.
Part-A	Preparation of detailed techno-economic bankable report	
1.	Submission of draft techno-economic bankable report	30 days
2.	Submission of final techno-economic bankable report	30 days

Note :The presentation of reports shall be made before the Committee as and when required.

PROJECT COST :

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MPAKVN, Rewa/Client is having the intension to invest Rs. 30.00 crores (approx) to develop infrastructure for the proposed project at Industrial Area, Jalsar (Kotma) Distt.-Anooppur (MP).

Payment Schedule : The Consultant shall quote lump sum fee for project, which should be inclusive of all taxes, levies, government duties, travel expenses, maintenance of site office & staff. Clerical and technical charges, documentation fee and all other incidental expenses including expenses incurred for liaison work, meeting and for getting necessary approvals of the State/Central Government etc.

The Consultant shall render the service in the form of following deliverables and the fee payable to Consultant shall be in proportion to the total fee for each Part as under :-

S.No.	Deliverables	No. of copies	%age of fee payable
1	On submission of Detailed Project Report	10 copies	50% of the total fee accepted.
2	Submission of draft techno-economic bankable report	10 copies	40% of 50%
3	Submission of final techno-economic bankable report	10 copies	20% of 50%
4	Approval of techno-economic report from Government of MP/MPSIDC/Financial Institutions	-	20% of 50%
5	Balance amount will be paid after getting financial sanction from the Financial Institution		Balance Amount

PERFORMANCE GUARANTEE

The Consultant shall be required to submit a Bank guarantee from a Nationalized Bank valid until completion of the assignment, for a sum equal to 10% of the fee for the services at the time of agreement executed with AKVN, Rewa separately.

1. The offer should reach the office of Managing Director AKVN, Rewa on **28th September, 2015 up to 3.00 PM**. The AKVN shall not be responsible for any postal delay.

2. Submission of Proposals :

The Consultants are invited to submit their proposals in three sealed envelopes in the following manner :

Envelope (a) : A Demand Draft of **Rs. 50,000/-** (Rupees Fifty thousand only) towards Bid Document Cost (Non refundable) drawn in favour of Managing Director, MPAKVN(Re) Ltd., Rewa payable at Rewa Envelope (b) Earnest Money: It should contain a demand draft of **2,00,000/-** (Rupees Two lacs only) in favour of the **Managing Director**, MPAKVN(Re) Ltd., Rewa payable at Rewa.

Envelope (c) : Financial Proposal : It should contain financial proposal.

Envelope (c) would be opened only in respect of those Consultants who submit the required Tender Fees and earnest money as above in envelope (a) and (b).

All the envelopes should be placed in a big envelope which should be sealed and clearly marked as "Offer for Consultancy Assignment for "Preparation of Detailed Project Report for Industrial Area, Jalsar (Kotma) Distt.-Anooppur" in the jurisdiction of MPAKVN(Re) Ltd., Rewa.

The Consultant shall be required to sign an agreement with the client for performance of the assignment.

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:

“Applicable Law means the laws 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;

“Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

“Foreign currency” means any currency other than the currency of the Government;

“GC” means these General Conditions of Contract;

“Government” means the Government of India;

“local currency” means the currency of the Government;

“Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;

“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; “foreign Personnel” means such persons who at the time of being so hired had their domicile outside India; and “local Personnel” means such persons who at the time of being so hired had their domicile inside India;

“Party” means the Client or the Consultants, as the case may be, and Parties means both of them;

“Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;

“SC” means the Special Conditions of Contract by which these General Condition of Contract may be amended or supplemented;

“Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

“Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

1.2 Relation between the Parties.

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

1.3 Law Governing the Contract.

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language.

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

1.5 Heading.

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

1.6 Notices.

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the clause 1.6.3.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

Client :	Consultant
Managing Director, MP Audyogik Kendra Vikas Nigam (Re) Ltd. "Ashutosh Sadan", Martand School Road, Rewa (MP) Pin: 486 001	

1.7 Location.

The Services shall be performed at such locations as are specified in **Letter of Acceptance** to and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

1.8 Authority of Member in Charge.

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 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 specified in the SC.

1.10 Taxes and Duties.

Unless otherwise specified in the SC, the Consultants shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 **Effectiveness of Contract.**

This Contract shall come into force and effect on the date of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 **Termination of Contract for Failure to Become Effective.**

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

2.3 Commencement of Services.

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract.

Unless terminated earlier pursuant to Clause GC 2.9 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.

2.5 Entire Agreement.

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

2.6 Modification.

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract.

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

2.7.3 Measures to be Taken.

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

A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.

The Parties shall take all reasonable measures to minimize the Consequences of any event of Force Majeure.

2.7.4 Extension of Time.

Any period within which a Party shall, pursuant to this 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.

2.7.5 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 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.

2.7.6 Consultation.

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the

Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination:

2.9.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

(a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;

if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

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

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

2.9.2 By the Consultants.

(a) The Consultants may, by not less than thirty (30) day's written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

(b) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

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

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services.

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination.

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

- i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination.

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 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 pursuant to Clause 8 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:

General:

3.1.1 Standard of Performance.

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The 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.

3.1.2 Law Governing Services.

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel and agents of the Consultants and any Sub-consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

3.2 Conflict of Interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' 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 hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to be otherwise interested in Project .

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

3.2.3 Prohibition of Conflicting Activities.

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

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

b) after the termination of this Contract, 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 relation to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 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.

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) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

Accounting, Inspection and Auditing.

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

Consultants' Actions requiring Client's prior Approval.

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

Appointing such members of the Personnel as are listed in Appendix B;

entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by 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; any other action that may be specified in the SC.

3.8 Reporting Obligations.

The Consultants shall submit to the Client the reports and documents specified in **Appendix A/E** hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the Property of the Client.

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services 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 to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the SC.

3.10 Equipment and Materials furnished by the Client.

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them in an amount equal to their full replacement value.

4. CONSULTANTS' PERSONNEL.

4.1 General.

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 Description of Personnel.

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Professional / Sub Professional Personnel are described in Appendix B.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Professional / Sub Professional Personnel set forth in Appendix B 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 Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix B 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 Clause 6.1 (b) of this Contract.

4.3 Approval of Personnel.

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

4.4 Working Hours, Overtime, Leave, etc.

a) Working hours and holidays for Key Professional / Sub Professional Personnel are as per prevailing labour laws.

4.5 Removal and/or Replacement of Personnel.

(a) During an assignment, if substitution is inevitable, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable ground to be dissatisfied with the performance of any of the Personnel, then the consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide a replacement with qualifications and experience acceptable to him.

If the team leader or any other key personnel/ specialist considered pivotal to the project is replaced, the substitute may be interviewed by a committee headed by Managing Director, MPAKVN (Re) LTD., Rewa to assess their merit and suitability.

If any member of the approved team of a consultant engaged by MPAKVN (Re) LTD., Rewa leaves that consultant before completion of the job, he should be barred for a period of 6 months to 24 months from being engaged as a team member of any other consultant working (or to be appointed) for any other MPAKVN (Re) LTD., Rewa projects.

4.6 Resident Project Manager

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATION OF THE CLIENT

Assistance and Exemptions

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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;

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; facilitate prompt clearance through customs of any property required for the Services;

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;

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. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultants or the Personnel of either of them.

Change in the Applicable Law.

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b).

Services, Facilities and Property of the Client.

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that

if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6.1I hereinafter.

6. Payment.

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

PAYMENT TO THE CONSULTANTS:

6.1 Cost Estimates ; Ceiling Amount.

The payment shall be made as per clause 12.1 mentioned in TOR.

6.2 Currency of Payment.

The payment shall be made in Indian Rupees.

7. Responsibility for Accuracy of Project Documents.

7.1 General

7.1.1 The Consultant shall be responsible for accuracy of the data collected, by him directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority 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.

7.1.2 The Consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures. All the designs and drawings for bridges and structures including all their components shall be fully checked by a Senior Engineer after completion of the designs. All drawings for bridges and structures shall be duly signed by the (a) Designer, (b) Senior Checking Engineer, and (c) Senior Bridge / Structure Expert. The designs and drawings not signed by the three persons

mentioned above shall not be accepted. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings of the bridges and structures noticed during the construction and even thereafter and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

7.1.3 The survey control points established by the Consultant shall be protected by the Consultants till the completion of the Consultancy Services.

7.2 Retention Money.

An amount equivalent to 5% of the contract value shall be retained at the end of the contract for accuracy of design and quantities submitted and the same will be released after the completion of civil contract works

7.3 Penalty.

Penalty for Error/Variation.

If variation in any of the main quantities of work like earth work including sub grade, GSB, WMM, Bituminous works (BM/DBM/AC/BC), drains, total concrete quantities and reinforcing steel in bridge works or overall project cost, found during execution is more than +/- 15%, the penalty equivalent to 5% of the contract value shall be imposed. For this purpose retention money equivalent to 5% of the contract value will be forfeited. This shall exclude any additional/deletion of items/works ordered during the execution.

Penalty for delay.

In case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the consultant, suitable extension of time will be granted.

7.4 ACTION FOR DEFICIENCY IN SERVICES.

7.4.1 Consultants liability towards the Client.

Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.4.2 Warning / Debarring.

In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of MPAKVN (Rewa) Ltd., Rewa, other penal action including debarring for certain period may also be initiated as per policy of MPAKVN(Rewa) Ltd. , Rewa.

8. FAIRNESS AND GOOD FAITH.

Good Faith.

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

Operation of the Contract.

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

9. SETTLEMENT OF DISPUTES.

9.1 Amicable Settlement

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

9.2 Dispute Settlement.

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

If the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of The Madhya Pradesh Madhyastha Abhikaran Adhiniyam 1983. Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer and the Consultant shall not be altered by reason of the arbitration being conducted during the progress of the Works.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

1.4 The language is: **English**

Notice will be deemed to be effective as follows:

in the case of personal delivery or registered mail, on delivery;

in the case of telexes, 24 hours following confirmed transmission.

In the case of telegrams, 24 hours following confirmed transmission; and

In the case of facsimiles, 24 hours following confirmed transmission.

2.1 The effectiveness conditions are the following:

The contract has been approved by the MPAKVN Rewa

Limitations of the Consultant's Liability towards the Client (Ref. para 8)

Except in case of negligence or willful 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 the 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 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.

b) The 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.

The offer should reach the office of the Managing Director, MPAKVN, Rewa **upto 3.00 PM on 28th September, 2015,** and MPAKVN shall not be responsible for any postal delay.

Managing Director
MPAKVN(Re) Ltd., Rewa