

# **Request for Proposal**

**FOR**

**Preparation of Comprehensive Mela Plan (CMP)**

**for**

**Simhastha 2016 at Ujjain**

**Environmental Planning & Coordination Organization (EPCO)**

**Paryavaran Parisar, E-5, Arera Colony**

**Bhopal Madhya Pradesh**

**Website: [www.epco.in](http://www.epco.in)**

# CONTENTS

✍	<b>REQUEST FOR PROPOSAL</b>	3
✍	<b>LETTER OF INVITATION</b>	4 – 17
✍	<b>DATA SHEET</b>	18 – 19
✍	<b>TERMS OF REFERENCE</b>	20 – 29
✍	<b>TECHNICAL PROPOSAL ANNEXURE – I</b>	30 – 32
✍	<b>ASSIGNMENT DETAIL SHEET ANNEXURE – II</b>	33
✍	<b>CURRICULLUM VITAE (CV) OF KEY PERSONNEL ANNEXURE – III</b>	34 – 35
✍	<b>EXPERT TEAM AND SUMMARY OF CVs ANNEXURE – IV</b>	36
✍	<b>FINANCIAL PROPOSAL ANNEXURE – V</b>	37
✍	<b>PAYMENT SCHEDULE ANNEXURE – VI</b>	38
✍	<b>AGREEMENT</b>	39 – 56

# **Environmental Planning and Coordination Organization**

**Paryavaran Parisar, E-5 Sector, Arera Colony Bhopal 462016**

## **Request for Proposal (RFP)**

**For**

### **Preparation of Comprehensive Mela Plan (CMP) for Simhastha 2016 at Ujjain**

R.F.P. No.: 01/Simhashtha/0911

Bhopal, Date ...29-09-2011

Sealed proposals are invited from Consultants empanelled by Environmental Planning and Coordination Organization (EPCO), Bhopal for "**Preparation of Comprehensive Mela Plan (CMP) for Simhastha 2016 at Ujjain upto 15hours on 18/10/2011.**

- i. Period of Assignment: **Six months**
- ii. Earnest Money Deposit: **Rs. 1.00 Lakh**

#### **1. Sale of RFP Documents:**

- a. RFP documents can be obtained during office hours on all the working days from **30/09/2011 to 17/10/2011** on payment of Rs. 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft or Banker's Cheque drawn on any Scheduled Commercial Bank in favour of the Executive Director EPCO payable at Bhopal.
- b. RFP documents may also be downloaded from EPCO website [www.epco.in](http://www.epco.in). In such case Demand Draft or Banker's cheque payable at Bhopal for Rs. 10,000/- being the cost of RFP documents shall be submitted in a separate sealed envelope before the submission of proposals or alongwith the Technical Proposals.

#### **2. Earnest Money Deposit:**

Earnest Money Deposit (EMD) in the form of Demand Draft of any Scheduled Commercial Bank in favour of the Executive Director EPCO payable at Bhopal shall be submitted in a separate sealed envelope before the submission of proposals or alongwith the Technical Proposals.

#### **3. Technical Proposals:** It shall be opened on **18/10/ 2011 from 15:30 hours.**

#### **4. Financial Proposals:** The Consultants who qualify in evaluation of technical proposal shall be informed in writing or through standard electronic means the date, time and place for opening of their financial proposal.

#### **5. Other details may be viewed in the Letter of Invitation and RFP documents on the EPCO Website [www.epco.in](http://www.epco.in).**

**Executive Director  
EPCO Bhopal**

# LETTER OF INVITATION

FOR

## PREPARATION OF COMPREHENSIVE MELA PLAN (CMP) FOR SIMHASTHA 2016 AT UJJAIN

### **1. Introduction**

- a. Ujjain Municipal Corporation has nominated Environmental Planning and Coordination Organization (EPCO), Bhopal as Nodal Organization for the Preparation of Comprehensive Mela Plan (CMP) for Simhastha 2016 at Ujjain
- b. Empanelled Consultants are invited to submit Technical and Financial Proposals for the Preparation of Comprehensive Mela Plan (CMP) for Simhastha 2016 at Ujjain as detailed in the Terms of Reference (ToR)
- c. Detailed objectives for preparation of Comprehensive Mela Plan and scope of work are given in Terms of Reference (ToR).

### **2. RFP Documents**

- a. RFP documents can be obtained during office hours on all the working days from **30/09/2011 to 17/10/2011** on payment of Rs. 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft or Banker's Cheque drawn on any Scheduled Commercial Bank in favour of the Executive Director EPCO payable at Bhopal.
- b. RFP documents may also be downloaded from EPCO website [www.epco.in](http://www.epco.in). In such case Demand Draft or Banker's cheque payable at Bhopal for Rs. 10,000/- being the cost of RFP documents shall be submitted in a separate sealed envelope before the submission of proposals or alongwith the Technical Proposals.

### **3. Earnest Money Deposit**

Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs One Lakh) only in the form of Demand Draft of any Scheduled Commercial Bank in favour of the Executive Director EPCO payable at Bhopal shall be submitted in a separate sealed envelope before the submission of proposal or alongwith the Technical Proposals.

### **4. Consultant's Eligibility Criteria**

- a. The consultant should have:-
  - i. minimum annual turn over of consultancy fee amounting to Rs. 2.00 crore (Rs. two crore) or more in each of the last five financial years;
  - ii. minimum experience of at least 10 years of working in the field of Urban Planning and related areas;
  - iii. experience for the preparation of one Master Plan / Development Plan of a city or two City Development Plan in India during the last 5 years; and
  - iv. received consultancy fee amounting to Rs 25 lakh or more from one similar assignment in any financial year during the last five years.
- b. Experience for preparation of Comprehensive Mela Plan of a Kumbh Mela shall be added qualification.

**5. Disclosure**

- a. Consultants shall have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Consultant or termination of his Contract.
- b. Consultants must disclose if they are or have been the subject to any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing including but not limited to appointment of any officer such as a receiver in relation to the Consultant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Consultants must disclose if they have been convicted or are subject to any proceedings relating to:
  - i. criminal offence or other serious offence involving the activities of a criminal nature, or where they have been found by any regulator or professional body to have committed professional misconduct;
  - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract with any contracting authority; and
  - iii. failure to fulfil any obligation in any jurisdiction relating to the payment of taxes or statutory deductions.

**6. Anticorruption**

Proposal for award of Contract will be rejected if it is determined that the Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question.

**7. Only one Proposal**

The Consultant shall submit only one proposal. If the Consultant submits or participates in more than one proposal, such proposals shall be disqualified and earnest money deposit shall be forfeited.

**8. Clarification of RFP Documents**

Consultants may request clarification of any of the RFP document up to the specified period before the submission date of proposals as indicated in the Data Sheet. Any request for clarification must be sent in writing or through standard electronic means to the Client's Representative whose address is provided in the Data Sheet. The Client will respond by standard electronic means and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all the Consultants who have formally indicated that they intend to submit the Proposal.

**9. Amendment RFP Documents**

- a. At any time before the submission of Proposals, the Client may amend the RFP Documents as a result of any clarification by issuing an addendum in writing or through standard electronic means.
- b. Any addendum will be sent to all the intending Consultants and will be binding on them.
- c. The Client may, at its discretion, extend the deadline for the submission of the Proposals to enable the Consultants to take addendum into account in preparing their Proposals.

**10. *Language of Proposals***

The Proposal and all the related correspondence exchanged between the Consultants and the Client shall be in English language. Supporting documents and printed literature, that are part of the Proposal, may be in any other language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version in English shall govern.

**11. *Cost for preparation of proposal***

The Consultant shall bear all the costs associated with the preparation and submission of his Proposal. The Client shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**12. *Instructions for Preparation of Proposal***

- a. Consultants are expected to carefully study Terms of Reference and contract provisions for the preparation of Technical and Financial Proposals.
- b. The Consultant shall submit both Technical and Financial Proposals using the appropriate forms provided in *Annexure I* Technical Proposal and *Annexure V* Financial Proposal. These forms must be completed without any alteration in the formats and no substitutes will be accepted. All forms shall be completed with the required information.
- c. Consultants are required to submit their Technical and Financial Proposals in hard copy as well as soft copy in separate CD in Adobe Acrobat (PDF) format only.
- d. In case of discrepancies between the soft copy and the hard copy, the hard copy will be considered the binding version.
- e. Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Consultant. This authorisation shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorisation must be typed or printed below the signature. All pages of the Proposal shall be signed and initialed by the authorized signatory.
- f. Any interlineation, erasures and overwriting shall be valid only if signed or initialed by the person signing the Proposal.
- g. Proposals must be submitted on the address specified in the Data Sheet and delivered on or before the time specified in the Data Sheet.
- h. Technical Proposal should not include any promotional material, brochures, etc. and no mention of financial response should be made anywhere in the Technical Proposal. Non-confirmation will result in automatic disqualification of the Proposal.

**13. *Technical Proposal***

The **Technical Proposal** shall be prepared in the format given in *Annexure I* and signed by the authorized signatory. The following documents in support of the information furnished in the technical proposal shall be enclosed:

- a) Written confirmation authorizing the signatory of the Proposal to commit the Consultant;
- b) Experience/Capacity of Consultant to undertake tasks, restricted to maximum of two (2) pages;
- c) Assignment detail sheet outlining previous experience of the consultant in similar types of assignments completed during the last five years. Separate detail sheet shall be prepared of each assignment in the format given in *Annexure II*;
- d) Technical response including general approach, methodology, work plan etc. restricted to maximum of twenty (20) pages including charts and diagrams;
- e) CVs of personnel to work on this assignment as per details given in the table below shall include name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known. CVs of the key personnel shall be furnished in the format given in *Annexure III*;
- f) List of proposed expert team and summary of CV relevant to the assignment in the format given in *Annexure IV*;
- g) Certificate of Chartered Accountant for annual turn over from the consultancy fee during the last five financial years;
- h) Audited balance sheet, profit and loss account of the last financial year alongwith the report of the chartered accountant;
- i) Undertaking of the Consultant
  - i. That we have read all the Instructions to Consultants included in the RFP, and abide by the same;
  - ii. That all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to disqualification;
  - iii. That all the personnel named in the proposal will be available to undertake the services;
  - iv. That we shall initiate the Preparation of Comprehensive Mela Plan not later than the date indicated in the work order; and
- j) Service tax registration number.

**Table showing key personnel to be deployed by the Consultant:**

<b>S No</b>	<b>Position</b>	<b>Number</b>	<b>Input Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>
1	Team Leader (TL)	1	6	Master Degree in Urban Planning/Town Planning	15 years in Planning and Development of major cities
2	Urban Planner/Designer	1	6	Master Degree in Planning with Specialization in Urban Planning	8 years in Urban Planning.
3	Public Health Engineer (water supply / sewerage)	1	6	Post Graduate Degree in Environmental Engineering with specialization in Public Health Engineering	8 years in design and implementation of sewerage / urban water supply projects.
4	Civil Engineer	1	6	Graduate Degree in Civil Engineering	8 years in civil engineering works
5	Transport Engineer	1	6	Master Degree in Planning or Civil Engineering with specialization in traffic and transport planning.	8 years in traffic and transport sector.
6	Architects	2	6	Graduation in Architecture	5 years in planning of major cities
7	Geographical Information System Analyst	1	6	Post Graduate in Remote Sensing & Geographical Information System	8 years in geographical information system
8	Quantity Surveyor	2	6	Diploma Civil Engineering	8 years in survey work
9	Security, Law & Order Expert	1	6	Relevant Degree	15 Years in Security, Law & Order (Preferably from Defence Services)
10	Office Support Staff	as per requirement	6		

**Note:**

- i) *The CV's of Team Leader, Urban Planner/Designer, Public Health Engineer (water supply/ sewerage), Civil Engineer, Transport Engineer, Architects, Geographical Information System Analyst, Quantity Surveyor and Security, Law and Order Expert are to be submitted*
- ii) *Number of key personnel given above is only for evaluation of the technical proposal. Consultant will have to deploy staff as per requirement.*



- iii) *No alternative key personnel may be proposed and only one CV may be submitted for each position.*
- iv) *The availability of key personnel at site during the performance of contract shall be ensured.*
- v) *A good working knowledge of spoken and writing English and Hindi languages is essential for key personnel proposed to be deployed on this assignment.*

**14. Financial Proposal**

The **Financial Proposal** shall be prepared in the format given in **Annexure V** and signed by the authorized signatory. Financial Proposals shall include:

- a. Written confirmation authorizing the signatory of the Proposal to commit the Consultant;
- b. Confirmation of acceptance of Conditions of Contract;
- c. Amount of the Financial Proposal. It shall be inclusive of all the taxes and in Indian Rupees;
- d. All the activities and items described in Technical Proposal and Terms of Reference must be valued and included in the amount of Financial Proposal.

The Consultant shall undertake that amount of Financial Proposal quoted by the Consultant shall be valid during the Consultant's performance of the Contract and shall not be subject to any variation on any account.

**15. Proposal Validity**

- a. Proposals shall remain valid for the period as specified in the Data Sheet commencing from the deadline for submission of Technical and Financial Proposals.
- b. Proposals valid for a shorter period shall be considered non-responsive and will be rejected. The earnest money deposit received with such proposal shall be forfeited.
- c. In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request the Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. The Consultant may refuse the request. Consultant granting the request shall not be required or permitted to modify its Proposal.
- d. During the Proposal validity period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete the negotiations and award of contract within this period.

**16. Sealing and marking of Proposals**

- a. Technical Proposal alongwith the CD containing soft copy shall be placed in an envelope clearly marked "B – Technical Proposal".
- b. The Financial Proposal alongwith the CD containing soft copy shall be placed in an envelope clearly marked "C – Financial Proposal".
- c. Envelope containing Technical Proposal shall be marked: "DO NOT OPEN BEFORE **18/10/2011** (insert date and time for the opening of Technical Proposals as specified in the Data Sheet).
- d. Envelope containing the Financial Proposal shall be marked: "DO NOT OPEN UNTIL THE DATE OF OPENING OF FINANCIAL PROPOSALS DECIDED ".

- e. If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.
- f. These two envelopes should be sealed separately. If the Financial Proposal is enclosed in the envelope marked "Technical Proposal", or vice versa or is not sealed, the Proposal will be rejected and Earnest Money Deposit shall be forfeited.
- g. The two envelopes containing the Technical and Financial Proposals shall be sealed in an outer envelope clearly marked "A – RFP Documents". This outer envelope shall be sealed, and signed over the seal, and will be clearly labeled with:
  - i. Title of Assignment: Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain
  - ii. RFP Number and Date
  - iii. Deadline for Submission;
  - iv. Address of the Consultant;
  - v. Address for submission of Proposals as specified in the Data Sheet; and
  - vi. "DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE"

**17. *Deadline for submission of Proposals***

- a. Proposals must be submitted on the address specified in the Data Sheet and delivered on or before the time specified in the Data Sheet.
- b. The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP, in such case all rights and obligations of the Client and Consultants subject to the previous deadline shall thereafter be subject to the deadline as extended.

**18. *Late Proposals***

The Client will not consider any Proposal received after the deadline prescribed by the Client for submission of Proposals in the Data Sheet. Such Proposal shall be declared late and returned unopened to the Consultant.

**19. *Cost of RFP Documents downloaded from website and Earnest Money Deposit***

These shall be submitted before the submission of the proposals or alongwith the Technical Proposals as mentioned in para 2(b) and 3 above. If these are not submitted before the submission of the proposals, the proposals will not be opened and returned to the Consultants.

**20. *Opening of Technical Proposals***

- a. Technical proposals shall be opened on **18/10/2011 from 15:30 hours**.
- b. First of all the envelope containing demand draft or banker's cheque being the cost of RFP documents downloaded from the website shall be opened. If the cost of RFP documents is not found in order the envelopes containing earnest money deposit and RFP documents shall be returned unopened to the consultant concerned.
- c. Thereafter envelope containing earnest money deposit shall be opened. If the earnest money deposit is not found in order the envelope marked as "**A - RFP Documents**" containing

Technical Proposal and Financial Proposal shall be returned unopened to the consultant concerned.

- d. Envelope marked as "A – RFP Documents" shall be opened only when the earnest money deposit is found in order in the presence of members of Evaluation Committee and Consultant's representatives who choose to attend, at the address, date and time specified in the Data Sheet.
- e. All envelopes marked as "B – Technical Proposal" shall be opened one at a time, and the following read out and recorded:
  - i. name of the Consultant; and
  - ii. any other details the Client may consider appropriate.
- f. Only Technical Proposals read out and recorded shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except late Proposals.
- g. The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultants. The Consultant's representatives who are present will be requested to sign the record. The omission of Consultant's signature on the record shall not invalidate the contents or effect the record.
- h. Envelope marked as "C – Financial Proposal" of those consultant shall be opened who have scored 800 or more points in evaluation of their Technical Proposals.

**21. *Opening Financial Proposals***

- a. Under Quality and Cost Based Selection (QCBS), all Consultants who qualify in evaluation of Technical Proposals shall be informed in writing or through standard electronic means, the date, time and place for public opening of their Financial Proposals. Consultant's attendance at the opening of Financial Proposals is optional.
- b. At the public opening of Financial Proposals, the Financial Proposals of all the qualifying Technical Proposals shall be opened one at a time by the Client and the following read out and recorded:
  - i. the name of the Consultant;
  - ii. amount of proposal; and
  - iii. any other details the Client may consider appropriate.
- c. Only Financial Proposals read out and recorded shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.
- d. The Client will prepare a record of the opening of Financial Proposals. The Consultant's representatives who are present will be requested to sign the record. The omission of Consultant's signature on the record shall not invalidate the contents or affect the record.
- e. All Financial Proposals shall be scrutinised for any non- conformity, and modifications.

**22. *Undue Influence***

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to their Technical and/or Financial Proposals.

Any attempt by Consultants to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal and forfeiture of Earnest Money Deposit.

**23. Clarification of Proposals**

The Client may, at its discretion, ask any Consultant for clarification of its Proposal to assist in the examination, evaluation, comparison and post-qualification of Proposals. Any clarification submitted by the Consultant that is not in response to a request by the Client, shall not be considered. The Client's request for clarification and the response shall be in writing. No change in the proposal amount or substance of the Proposal shall be sought, offered, or permitted after the opening of Financial Proposals.

**24. Non-conformities Errors and Omissions**

- a. The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
- b. The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
  - i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected,
  - ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above
- c. If the successful Consultant does not accept the correction of errors, his Proposal shall be disqualified and Earnest Money Deposit shall be forfeited.

**25. EVALUATION COMMITTEE**

- a. Evaluation committee for evaluation of Technical and Financial Proposals shall be appointed by the EPCO and the committee will carry out evaluation, as per laid down criteria for evaluation.
- b. The evaluation committee will examine the financial proposals of the technically qualified consultants only. The appointed evaluation committee would determine whether the financial proposals are complete in all respects or not. Proposals complete in all respects shall be considered in totality and not in part.

**26. EVALUATION OF TECHNICAL PROPOSALS**

The evaluation committee shall evaluate the Technical Proposals on the basis of following criteria:

S. No.	Particulars	Maximum Marks
1.	<b>Financial Capacity</b>	<b>250</b>
2.	<b>Experience</b>	<b>200</b>
	a) Working Experience in the field of Urban Planning and related areas.	50
	b) Preparation of Master Plan / Development Plan of at least two cities in India.	50
	c) Consultancy fee received from one similar assignment	50
	d) Preparation of Comprehensive Mela Plan for any Kumbh Mela	50
3.	<b>Approach, Methodology and Work Plan</b>	<b>50</b>
	a) Innovativeness/comments on ToR	10
	b) Work program/personnel schedule/team structure	10
	c) Proposal presentation ( in hard and soft copy )	10
	d) Methodology, work plan and innovativeness	20
4.	<b>Technical Capacity</b>	<b>500</b>
<b>Total Marks</b>		<b>1000</b>

- **FINANCIAL CAPACITY**

*Annual Turnover of Consultancy fee during the last five financial years:*

- Rs. 4 crore or more — 250 Marks
- Rs. 3 crore but less than Rs. 4 crore — 225 Marks
- Rs. 2 crore but less than Rs. 3 crore — 200 Marks

- **EXPERIENCE:**

*a) Working Experience in the field of Urban Planning and related areas*

- i. 15 years or more — 50 Marks
- ii. 12 years or more — 45 Marks
- iii. 10 years of more — 40 Marks

*b) Preparation of Master Plan / Development Plan or City Development Plan of cities in India during the last five years*

- i. Master Plan of three city or CDP of six city — 50 Marks
- ii. Master Plan of two city or CDP of four city — 45 Marks
- iii. Master Plan of one city or CDP of two city — 40 Marks

*c) Consultancy fee received from one similar assignment in any financial year during the last five years*

- i. Rs. 100 lakh or more — 50 Marks
- ii. Rs. 50 lakh or more — 45 Marks
- iii. Rs. 25 lakh or more — 40 Marks

*d) Preparation of Comprehensive Mela Plan for any Kumbh Mela during the last five years*

— 50 Marks

- **PROPOSED APPROACH, METHODOLOGY AND WORK PROGRAMME FOR PREPARATION OF COMPREHENSIVE MELA PLAN**

Points scored as per evaluation of Evaluation

Committee subject to maximum

— 50 Marks

- **TECHNICAL CAPACITY**

**QUALIFICATIONS AND COMPETENCE OF THE KEY PERSONNEL FOR THE ASSIGNMENT HAS BEEN GIVEN ABOVE IN TECHNICAL PROPOSAL**

**Criteria:** Each key personnel is to be evaluated in accordance with two main criteria (i) qualification and (ii) experience

**EVALUATION OF KEY PERSONNEL**

S. No.	Name of Position	Number of each position	Marks for each position	Total Marks	Particulars	Marks
I	II	III	IV	V	VI	VII
1.	Team Leader	1	40	40	Qualification	
					Master Degree	32
					Higher Qualification	40
		1	40	40	Experience	
					15 Years or more	32
					20 Years or more	36
					25 Years or more	40
	<b>Total</b>	<b>1</b>	<b>80</b>	<b>80</b>		
2.	Urban Planer/Designer	1	30	30	Qualification	
					Master Degree	24
					Higher Qualification	30
		1	30	30	Experience	
					8 Years or more	24
					9 Years or more	27
					10 Years or More	30
	<b>Total</b>	<b>1</b>	<b>60</b>	<b>60</b>		
3.	Public Health Engineer, Water Supply / Sewerage	1	30	30	Qualification	
					Post Graduate	24
					Higher Qualification	30
		1	30	30	Experience	
					8 Years or more	24
					9 Years or more	27
					10 Years or More	30
	<b>Total</b>	<b>1</b>	<b>60</b>	<b>60</b>		
4.	Civil Engineer	1	30	30	Qualification	
					Post Graduate	24
					Higher Qualification	30
		1	30	30	Experience	
					8 Years or more	24
					9 Years or more	27
					10 Years or More	30
	<b>Total</b>	<b>1</b>	<b>60</b>	<b>60</b>		

5.	Transport Engineer	1	30	30	Qualification	
					Master Degree	24
					Higher Qualification	30
		1	30	30	Experience	
					8 Years or more	24
					9 Years or more	27
					10 Years or More	30
	<b>Total</b>	<b>1</b>	<b>60</b>	<b>60</b>		
6.	Geographical Information System Expert	1	30	30	Qualification	
					M.A.	24
					Higher Qualification	30
		1	30	30	Experience	
					8 Years or more	24
					9 Years or more	27
					10 Years or More	30
	<b>Total</b>	<b>1</b>	<b>60</b>	<b>60</b>		
7.	Architect	1	20	20	Qualification	
					B.E. (Arch.)	16
					Higher Qualification	20
		1	20	20	Experience	
					5 Years or more	16
					8 Years or more	18
					10 Years or More	20
	<b>Total</b>	<b>1</b>	<b>40</b>	<b>40</b>		
8	Quantity Surveyor	2	20	40	<b>Qualification</b>	
					Diploma	32
					Higher Qualification	40
		2	20	40	<b>Experience</b>	
					5 Years or more	32
					8 Years or more	36
					10 Years or More	40
	<b>Total</b>	<b>2</b>	<b>40</b>	<b>40</b>		
9	Security, Law & Order Expert	1	20	20	Qualification	
					Graduate	16
					Higher Qualification	20
		1	20	20	<b>Experience</b>	
					15Years or more	16
					20Years or more	18
					25Years or More	20
	<b>Total</b>	<b>1</b>	<b>40</b>	<b>40</b>		
<b>Grand Total</b>				<b>500</b>		

*Consultants scoring 800 or more marks in evaluation of their technical proposal shall only qualify for opening of their financial proposal.*

#### **27. QUALIFIED TECHNICAL PROPOSALS**

After completion of the evaluation of Technical Proposals the Client shall notify in writing to Consultants, who have scored 800 or more marks in evaluation of their Technical Proposal, the date, time and location for opening of their Financial Proposals.

**28. EVALUATION OF FINANCIAL PROPOSALS**

Each Financial Proposal will be carefully scrutinised and the amount quoted by the consultant will be determined. The Financial Proposal with the lowest amount will receive the maximum score of 1,000 marks. The score for each other Financial Proposal will be inversely proportional to its amount and will be computed as follows:

$$S_f = 1,000 \times F_m / F$$

where:

S<sub>f</sub> is the financial score of the Financial Proposal being evaluated,

F<sub>m</sub> is the amount of the lowest Financial Proposal,

F is the amount of the Financial Proposal under consideration.

**29. COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS**

a. After completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined. This will be done by applying weightage of 0.80 (80%) and 0.20 (20%) respectively to the technical and financial score of each evaluated qualified Technical and Financial Proposal.

b. Proposals will finally be ranked according to their combined technical score (S<sub>T</sub>) and financial Score (S<sub>F</sub>) as under:

$$S = S_T \times T_W + S_F \times F_W$$

S stands for Combined Score of Financial Proposal and Technical Proposal.

S<sub>T</sub> stands for score of Technical Proposal

T<sub>W</sub> Shall be 0.80

S<sub>F</sub> stands for score of Financial Proposal

F<sub>W</sub> shall be 0.20

c. The highest ranked Consultant based on the cumulative technical and financial evaluation will be invited for negotiations

**30. CLIENT'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS**

The Client is not bound to accept any proposal and reserves the right to accept or reject any or all the Proposals without assigning any reason and to annul the selection process and reject all the Proposals at any time prior to Contract award without thereby incurring any liability to the Consultant.

**31. NEGOTIATIONS**

a. The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any, Representative conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude the Contract.

b. The successful Consultant will confirm in writing its participation in negotiations within five (5) days of receiving the intimation.

c. Negotiations will include both technical and financial depending on the needs of the Client.



**32. AWARD OF CONTRACT NOTIFICATION**

- a. Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant, in writing, that his Proposal has been accepted.
- b. Until a formal Contract is executed, the notification of award shall constitute a binding Contract.

**33. AVAILABILITY OF PERSONNEL**

- a. The Consultant shall confirm the availability of all personnel as indicated in its Proposal.
- b. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute should have equivalent or better qualifications and experience than the original candidate and his CV must be submitted to the Client within the period specified in the intimation for negotiation.
- c. Failure to meet either of these requirements may result in disqualification.

**34. PERFORMANCE SECURITY**

- a. 5% of the contract amount in the form of unconditional bank guarantee of any Scheduled Commercial Bank valid for contract period plus three months shall be submitted by the successful Consultant before signing the Contract. Earnest money deposit received from the consultant shall be refunded to him on execution of agreement.
- b. Bank Guarantee will be made in the name of Executive Director: Environmental Planning & Coordination Organization Bhopal The bank guarantee shall be released by client after 90 days on completion of services duly certified by Ujjain Municipal Corporation.

**35. SIGNING CONTRACT**

Pursuant to negotiations, the successful Consultant shall sign the Contract along with necessary supporting documents.

**36. FORFEITURE OF EARNEST MONEY DEPOSIT**

It shall be forfeited if the consultant (i) does not furnish the performance security; or (ii) does not sign the contract.

**37. START DATE**

The Consultant shall commence the Services within a period of 7 (seven) days from the date of work order.

**38. SECURITY DEPOSIT**

5% security deposit shall be deducted from all the payments made to the consultant. It shall be refunded on approval of the Comprehensive Mela Plan.

# DATA SHEET

## Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain

1.	<p><b>Name of the Client:</b> Executive Director Environmental Planning &amp; Coordination Organization (EPCO) Paryavaran Parisar, E-5, Arera Colony Bhopal Madhya Pradesh</p> <p>Telephone No.: 0755 – 2466859 Fax No.: 0755 - 2462136</p> <p>E-mail: <a href="mailto:epcobpl@gmail.com">epcobpl@gmail.com</a></p>
2.	<p><b>Title of Assignment:</b> "Preparation of Comprehensive Mela Plan (CMP) for Simhastha 2016 at Ujjain.</p>
3.	<p><b>Period of Assignment:</b> Six Months</p>
4.	<p><b>Scope of Work:</b> As per Terms of Reference.</p>
5.	<p><b>RFP Documents:</b> RFP documents can be obtained during office hours on all the working days from <b>30/09/2011 to 17/10/2011</b> on payment of Rs. 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft or Banker's Cheque drawn on any Scheduled Commercial Bank in favour of the Executive Director EPCO payable at Bhopal.</p> <p>RFP documents may also be downloaded from EPCO website <a href="http://www.epco.in">www.epco.in</a>. In such case Demand Draft or Banker's cheque payable at Bhopal for Rs. 10,000/- being the cost of RFP documents shall be submitted before the submission of the proposals or alongwith the Technical Proposals. If it is not submitted before the submission of the proposals or alongwith the Technical Proposals, the proposals will not be opened and returned to the consultants.</p>
6.	<p><b>Consultant's Eligibility Criteria:</b></p> <p>(a) The consultant should have:-</p> <ol style="list-style-type: none"><li>minimum annual turn over of consultancy fee amounting to Rs. 2.00 crore (Rs. two crore) or more in each of the last five financial years;</li><li>minimum experience of at least 10 years of working in the field of Urban Planning and related areas;</li><li>experience for the preparation of Master Plan / Development Plan of at least two cities in India during the last 5 years; and</li><li>received consultancy fee amounting to Rs 50 lakh or more from one similar assignment in any financial year during the last five years.</li></ol> <p>(b) Experience for preparation of Comprehensive Mela Plan of a Kumbh Mela shall be added qualification.</p>
7.	<p><b>Pre-bid meeting:</b> It will be held on <b>12/10/2011 from 15:00 hours</b></p> <p>Venue: EPCO, Paryavaran Parisar, E-5, Arera Colony, Bhopal, Madhya Pradesh</p> <p>However, if the consultant wishes to seek any clarification he may do so in writing to the Executive Director, EPCO.</p>
8.	<p><b>Validity of Proposal:</b> Proposals must remain valid for 120 days commencing with the dead line for submission of the proposals.</p>
9.	<p><b>Authorization:</b> The Consultant is required to include in its proposal written confirmation of authorization to sign on behalf of the Consultant.</p>

10.	<p><b>Submission of Proposal:</b> Financial Proposal and Technical Proposal alongwith CD containing soft copies shall be submitted in separate sealed envelope and then enclosed in a single wax-sealed envelope.</p> <p>Envelope for Technical Proposal should be clearly marked "TECHNICAL PROPOSAL for <b>"Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain "</b> and "DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE".</p> <p>Envelope for Financial Proposal should be clearly marked "FINANCIAL PROPOSAL for <b>" Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain "</b> and "DO NOT OPEN UNTIL THE DATE OF OPENING OF FINANCIAL PROPOSALS DECIDED".</p>
11.	<p><b>Earnest Money Deposit (EMD):</b> The amount of the EMD is Rs. 1.00 Lakh.</p> <p>It shall be submitted in the form of Demand Draft in favour of the Executive Director, Environmental Planning &amp; Coordination Organization Bhopal and drawn on any Scheduled Commercial Bank payable at Bhopal. It shall be submitted before the submission of proposals or alongwith the Technical Proposals in the office of the Environmental Planning &amp; Coordination Organization (EPCO) Paryavaran Parisar, E-5, Arera Colony, Bhopal, Madhya Pradesh. If EMD is not submitted before submission of proposals or alongwith the Technical Proposals, the proposals will not be opened and returned to the consultants.</p>
12.	<p><b>Date and Time (Dead Line) for Submission of Proposals: 18/10/2011</b> upto: 15:00 hours.</p>
13.	<p><b>Address for submission of Proposals:</b> Executive Director Environmental Planning &amp; Coordination Organization (EPCO) Paryavaran Parisar, E-5, Arera Colony Bhopal Madhya Pradesh</p> <p>Telephone No.: 0755 – 2466859 Fax No.: 0755 - 2462136</p> <p>E-mail: <a href="mailto:epcobpl@gmail.com">epcobpl@gmail.com</a></p>
14.	<p><b>Opening of Technical Proposals 18/10/2011 from 15:30 hours</b></p>
15.	<p><b>Method of Selection:</b> Quality and Cost Based Selection (QCBS)</p>
16.	<p><b>Date of Opening of Financial Proposal:</b> It will be intimated separately to the consultants who qualify in Technical Proposal.</p>
17.	<p><b>Performance Security:</b> 5% of the contract amount in the form of unconditional bank guarantee of any Scheduled Commercial Bank valid for contract period plus three months shall be submitted by the successful Consultant before signing the Contract. Earnest money deposit received from the consultant shall be refunded to him on execution of agreement.</p> <p>Bank Guarantee will be made in the name of Executive Director: Environmental Planning &amp; Coordination Organization Bhopal.</p>
18.	<p><b>Forfeiture of Earnest Money Deposit:</b> It shall be forfeited if the successful consultant (i) does not furnish the performance security; or (ii) does not sign the contract.</p>
19.	<p><b>Arrange office space and Commencement of Consulting Services:</b> Within a period of 7 (Seven) days from the date of work order.</p>
20.	<p><b>Security Deposit:</b> 5% security deposit shall be deducted from all the payments made to the consultant. It shall be refunded on approval of the Comprehensive Mela Plan.</p>

# TERMS OF REFERENCE

## Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain

### 1.0 INTRODUCTION:

Simhastha Mela at Ujjain, held on the banks of river Kshipra every 12<sup>th</sup> year when the 'Brahspati' enters the 'Singh' Rashi (Leo sign of the Zodiac), is the one of the largest spiritual gathering known to humanity. On this occasion pilgrims congregate in lakhs to Ujjain to have a holy dip in the sacred river Kshipra. The last Simhastha was held during April – May 2004 and was attended by nearly 275 Lakh pilgrims. The total area used in the last Mela was nearly 2645 hectare.

Keeping in view of the trend of pilgrims increasing in these festivals it appears that about 10% more area will be required for coming **Simhastha 2016 as compared to Simhastha 2004.**

In order to provide better amenities to the pilgrims during Simhastha 2016 Comprehensive Mela Plan for different development activities like construction of roads and bridges, stop dams, ghats and facilities related to accommodation, public health, electricity, drinking water, sanitation etc in addition to activities related to maintenance of law and order and regulation of traffic is required to be prepared.

The **Comprehensive Mela Plan** shall also give the broad layout of the area to be considered for hosting the Simhastha Mela and spell out assessment of the infrastructure requirements in the region and its integration with the existing one.

### 2.0 SCOPE OF WORK AND DELIVERABLES

The project will be conducted in two parts

#### **PART 1 – Conceptual Comprehensive Mela Plan**

#### **PART 2 – Detailed Comprehensive Mela Plan**

#### **PART 1 Conceptual Comprehensive Mela Plan**

### 2.1 PRE-DESIGN STUDY

In order to prepare the Comprehensive Mela Plan for Simhastha 2016 at Ujjain a detailed study of the site, city, historical aspects and religious details of the event and activities need to be conducted including preparation of site maps.

#### **A. SITE SURVEY**

- a. Geographical Information System (GIS) Survey of the Site
- b. Total Station – Contours as per required interval in approx 500 hectare area (Area mentioned is approximate and may change as per the need of the project. Hence bidders shall compulsorily mentioned the per hectare rate of contour survey in the financial bid)
- c. Photographic and video documentation of site
- d. Verification of maps on site
- e. Water table at site
- f. Soil testing

- g. Environmental assessment
- h. Existing infrastructure survey (Broad overview)
- i. Physical infrastructure - Water Supply/source, Sanitation, Sewerage and Drainage
- j. Social infrastructure - Health facilities and accommodation details (Dharmashalas/Akharas/Ashrams)
- k. Parking and traffic movement

**B. DATA COLLECTION AND ANALYSIS**

- a. History of the City/Mythology/Religion/Culture
- b. Land revenue record of site/plots/ownership
- c. Simhashta event – Akhada list, Pilgrimage volumes, Rituals, Activities and patterns, Resident and Floating population, Crowd management, Infrastructure needs
- d. Reports of Simhashta events
- e. Vehicular and pedestrian traffic volumes during Simhashta and regular days
- f. Demography of the City
- g. Tourism data
- h. List of Temples and locations
- i. Review of Development Plan
- j. Old city area with detailed drawings
- k. River Front area documentation – Ghats, Temples, River Hydrology
- l. River action plan and project evaluation

**C. BASE MAP PREPARATION**

- a. Digitizing of maps and drawings
- b. Satellite image analysis
- c. Contour map at required intervals (specific location as per need of project)
- d. Site sections and elevations
- e. Land use maps, road network map, vegetation map
- f. Activity maps, Vehicular and Pedestrian movement map
- g. Sewerage existing
- h. Sanitation existing
- i. Drainage existing
- j. Fire protection existing
- k. Health/Medical facilities existing
- l. Encroachments

**D. LEGAL/ INSTITUTIONAL FRAME WORK EXISTING**

## **2.2 CONCEPTUAL COMPREHENSIVE MELA PLAN**

Conceptual Comprehensive Mela Plan shall include:

### **A. BASIC**

- a. Conferences, Capacity building, presentation of success stories in the same field
- b. Case study of previous Simhastha / Kumbh held at all the four places in India
- c. Issues involved and Reviews of Print / Electronic media
- d. Literature review
- e. Social survey and discussions at the inception stage of the exercise with Stakeholders/ Akhadas/ Trusts/ Government and Autonomous Bodies at the district level etc.

### **B. CONCEPTUAL DESIGN AND PLANNING**

- a. Concept and Vision statement
- b. Detailed project brief
- c. Preliminary Comprehensive Mela Plan and alternatives explaining the basic concept in the form of layout plans, Sketches and Block Model (Scale 1:10000)
- d. Road network and plotting
- e. Traffic and pedestrian management plan for the event
- f. Preliminary Infrastructure Plan – Drainage, Water supply, Electrification, Fire protection
- g. Security plan for the event
- h. Preliminary Implementation tools and mechanism
- i. Presentation and submission of reports and drawings

### **C. STAKEHOLDER CONSULTATION**

- a. Presentation of proposal
- b. Discussions
- c. Incorporation of suggestions and changes
- d. Finalizing the plan

## **PART 2: DETAILED COMPREHENSIVE MELA PLAN**

### **2.3 DRAFT DETAILED COMPREHENSIVE MELA PLAN**

Detailed Comprehensive Mela Plan showing all the components as per the project brief

#### **A. DETAILED DESIGN AND PLANNING (Plans to a scale of 1:10000 as well as 1:5000)**

- a. Final Activity Structure
- b. Detailed Comprehensive Mela Plan – Land use and plotting, road network, open spaces, amenities, Road details – sections, junctions designs etc.
- c. Landscape plan
- d. Conceptual Infrastructure Plan – Drainage, Water Supply, Electrification, Fire protection.
- e. Traffic and pedestrian management plan

- f. Urban Development control regulations
- g. Alternative strategies
- h. Identification of projects – River front development and others.
- i. Preliminary estimates and phasing of development
- j. Financial strategy/model
- k. Implementation tools and mechanism
- l. Legal Framework
- m. Operational plan

#### **2.4 FINAL DETAILED COMPREHENSIVE MELA PLAN**

Incorporating the suggestions and finalizing the Comprehensive Mela Plan. Complete Plan with Financial Strategy, Final Estimates and Final Phasing Plan.

- a. Final Detailed Comprehensive Mela Plan to a scale of 1:10000 as well as 1:5000
- b. Part Plans of areas with details to a scale of 1:2000
- c. Presentation, Submission of reports and drawings
- d. Approval by client

#### **3.0 GENERAL APPROACH AND METHODOLOGY FOR DRAFTING OF CMP :**

It shall include but not limited to the following:

- a. Vision Statement
- b. Strategies for project
- c. Evolving Design and Planning
- d. Design and Planning
  - Policy formulation
  - Physical plan
  - Series of strategic interventions
  - Financial Management
  - Legal framework
- e. Statutory provisions
- f. Implementation tools and techniques

#### **3.1 ISSUES OF PROJECT:**

##### **A. LAND MANAGEMENT**

- a. Temporary Plotting/occupation
- b. Permanent Plotting/occupation
- c. Ecology of site and conservation

**B. TRAFFIC AND TRANSPORTATION – City/ Site**

- a. Vehicular movement
- b. Parking
- c. Bus terminus and arrival points
- d. Railway station
- e. Pedestrian movements
- f. Local transportation

**C. SECURITY, LAW AND ORDER**

- a. Crowd management
- b. Pilgrim security
- c. Control towers, barricades
- d. Fire safety
- e. Emergency/Disaster Management

**D. MYTHS AND RITUALS**

- a. Mythological history of Simhastha event
- b. Religious practices
- c. List of Temples and activities
- d. Religious festivals and details
- e. The religious organization and their functioning
- f. Akhadas and their activities

**E. SITES AND SERVICES**

- a. Drainage
- b. Water supply
- c. Electrification
- d. Storm water

**F. PHYSICAL DEVELOPMENT**

- a. Road development projects
- b. Water bodies development
- c. Public places development
- d. Temple precinct development
- e. Bus terminus and Railway station precinct development

**G. INFRASTRUCTURE NEEDS**

- a. Public toilets/Drinking water
- b. Health centre
- c. Information centre
- d. Rest Places



- e. Lockers and Baggage storage facility
- f. Communication center
- g. Mela
- h. Exhibition ground
- i. Shopping

**H. LANDSCAPING**

- a. Tree plantation
- b. Hard and soft landscape
- c. Treatment of water bodies

**I. RIVER FRONT PROJECT**

- a. Ghat construction and maintenance
- b. Bathing event and space management
- c. Pedestrian movement
- d. Water management
- e. Cleaning of Ghats

**J. TOURISM FACILITIES**

- a. Information centre
- b. Travel agent offices
- c. Security arrangements
- d. Internet facilities

**K. IMPLEMENTATION TOOLS AND MECHANISM**

- a. Legal framework
- b. High power committee for implementation

**L. FINANCIAL STRATEGIES**

- a. Finance Model

**M. PHASING OF PROJECT**

- a. Preliminary cost estimate
- b. Identifying priorities
- c. Phase plan

**N. DRAWINGS, SPECIFICATIONS AND DOCUMENTS**

The drawings, specifications and documents as instruments of service shall be the property of the EPCO whether the project for which they are made is executed or not. They are not to be used by the consultant for any other project except with the written consent of EPCO.

3.2 **RECOMMENDED STAGES OF PROJECT (Activity Chart)** : This is an example chart. However, Consultant shall prepare his own activity chart and shall ensure the incorporation of all component as per ToR and timely completion of services.

Activities	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>Data Collection</b>						
<ul style="list-style-type: none"> <li>• Land revenue record</li> <li>• Details of Simhastha Event</li> <li>• Population (Floating and Permanent)</li> <li>• Traffic Volume including Events</li> <li>• Demography</li> <li>• Religious location</li> <li>• Previous plans and reports</li> </ul>						
<b>Pre-design Study</b>						
<ul style="list-style-type: none"> <li>• Case Study of event places</li> <li>• Literature Review</li> <li>• Experience learning from other Melas</li> </ul>						
<b>Stakeholder Conference -1</b>						
<ul style="list-style-type: none"> <li>• Lacunas in the earlier plan</li> <li>• Discussions</li> <li>• Incorporation of suggestions</li> </ul>						
<b>Site Survey</b>						
<ul style="list-style-type: none"> <li>• Physical Survey of Mela area</li> <li>• Infrastructural Survey <ul style="list-style-type: none"> <li>○ Building Infrastructure</li> <li>○ Service Infrastructure</li> <li>○ Religious Infrastructure</li> </ul> </li> <li>• Ground Water table Survey</li> </ul>						

<ul style="list-style-type: none"> <li>• Soil Survey</li> <li>• Parking and Traffic Survey</li> <li>• Sewerage, Sanitation and Drainage facilities</li> <li>• Environmental Assessment</li> </ul>												
<b>Preparation of Base Map</b>						<hr/> <hr/>						
<ul style="list-style-type: none"> <li>• Land use cover</li> <li>• Infrastructure <ul style="list-style-type: none"> <li>○ Building Infrastructure</li> <li>○ Service Infrastructure</li> <li>○ Religious Infrastructure</li> </ul> </li> <li>• Road Network</li> <li>• Existing Sewerage, Sanitation and Drainage system</li> <li>• Existing Mela Area</li> </ul>												
<b>Analysis and Interpretation of Studies</b>						<hr/> <hr/>						
<ul style="list-style-type: none"> <li>• Demarcation of Mela Area</li> <li>• Encroachments in Mela Area</li> <li>• Requirement of open and covered area</li> <li>• Additional requirement of parking space</li> <li>• Additional requirement of infrastructure</li> <li>• Additional requirement of road network</li> </ul>												
<b>Preparation of Conceptual Comprehensive Mela Plan</b>						<hr/> <hr/>						
<ul style="list-style-type: none"> <li>• Demarcation of Mela Area</li> <li>• Land use Plan</li> <li>• Proposed Infrastructure</li> <li>• Proposed Sewerage, Sanitation and Drainage system</li> </ul>												

<ul style="list-style-type: none"> <li>• Traffic and pedestrian management plan</li> <li>• Security Plan</li> <li>• Submission of Conceptual Comprehensive Mela Plan</li> </ul>													
<b>Stakeholder Conference -2</b>													
<ul style="list-style-type: none"> <li>• Presentation of proposal</li> <li>• Discussions</li> <li>• Incorporation of suggestions</li> </ul>													
<b>Preparation of Detailed Comprehensive Mela Plan</b>													
<ul style="list-style-type: none"> <li>• Final Activity Structure</li> <li>• Detailed Comprehensive Mela Plan – Land use and plotting, road network, open spaces, amenities,</li> <li>• Road details - sections, junction designs etc.</li> <li>• Landscape plan</li> <li>• Conceptual Infrastructure Plan – Drainage, Water Supply, Electrification, Fire protection.</li> <li>• Traffic and pedestrian management plan</li> <li>• River front development plan</li> <li>• Preliminary estimates and phasing of development</li> <li>• Financial strategy/model</li> <li>• Final Detailed Comprehensive Mela Plan</li> <li>• Presentation, Submission of report and drawings</li> <li>• Approval by client</li> </ul>													
<b>Photography and Video documentation</b>													

**4.0 CONSULTANTS WILL BE RESPONSIBLE TO:**

- a. collect all data requisite for preparation of CMP.
- b. arrange their own office space and equipments
- c. arrange all transportation required for the travelling.
- d. arrange its own translations, communication, data processing, printing equipments and necessary stationery
- e. work closely with the Ujjain Municipal Corporation /Simhastha Mela Pradhikaran/ District Administration
- f. prepare drawings, designs, outline specifications and estimates of costs (Stage I) by cubic measurements or on area basis on Schedule of Rates prevailing in the Ujjain Municipal Corporation.
- g. supply to the Client free of cost ten sets of final Comprehensive Mela Plan.
- h. make necessary revisions as may be required by the EPCO in the drawings and other documents submitted at the draft stage.
- i. The consultant shall assist the Municipal Corporation, Ujjain in obtaining any clearance from the concerning department as required in terms of this proposal.
- j. Consultant shall suggest the methodology for post operation activities and means for re-source generation for this project of public interest.

**5.0 DURATION OF THE PROJECT -**

Total duration for preparation of Comprehensive Mela Plan of Simhastha Mela Ujjain 2016 is 6 months.

**6.0 SCHEDULE OF PAYMENT**

The payment to the consultant shall be made as per schedule of payment given in *Annexure – VI*.

**TECHNICAL PROPOSAL**

FOR

***Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain***

S.N.	Information and documents required	Information and documents to be supplied by the consultant		
1.	Name of consultant's firm and its organizational structure including service tax registration number			
2.	The consultant should have minimum annual turnover of consultancy fee amounting to Rs. 200 Lakh (Rs. two hundred lakh) or more in each of the last five financial years.	S. N.	Year	Annual turnover of Consultancy fee ( ₹ in Lakh)
		1	2	3
		Note: <i>Certificate of Chartered Accountant shall be enclosed in support of the above.</i>		
3.	<p>a. The Consultant should have minimum experience of at least 10 years of working in the field of Urban Planning and related areas.</p> <p>b. The consultant should have experience for the preparation of Master Plan / Development Plan of at least two Cities in India during the last five years;</p> <p>c. The consultant should have received consultancy fee amounting to Rs 50 lakh or more from one similar assignment in any financial year during the last five years;</p> <p>d. Capacity of the consultant to undertake this assignment (restricted to maximum of two pages)</p>	<i>Required information for each assignment shall be furnished in the format given in Annexure II</i>		
5.	<p>Technical Response including General Approach, Methodology and Work Plan</p> <p>a) Understanding of Objectives</p> <p>b) Quality of Methodology</p>			

	<p>c) Innovativeness / comments on Terms of Reference</p> <p>d) Work Program</p> <p>e) Staffing Schedule</p> <p>f) Support staff and facilities</p> <p>(restricted to maximum of twenty pages)</p>	
6.	<p>Curriculum Vitae (CV) of Team Leader, Urban Planner, Public Health Engineer (water supply/ sewerage), Civil Engineer, Transport Engineer, Architects, Geologist and Geographical Information System Expert are to be submitted recently signed with date by the proposed key personnel</p>	<p><i>Curriculum Vitae (CV) of each Key Personnel shall be furnished in the format given in Annexure-III. List of proposed expert team and summary of CVs shall be furnished in the format given in Annexure-IV.</i></p>
7.	<p>Proposed Activity Chart for the preparation of Comprehensive Mela Plan illustrated with bar charts of the activities, Critical Path Method (CPM) or Programme Evaluation Review Technique (PERT) graphics should be submitted. The composition of the team, the assigned tasks and their timings should be brought out clearly using bar chart and flow diagrams.</p>	
8.	<p>Details of equipments, vehicles, office infrastructure, communication facilities and details of licenses for equipments and software proposed to be used for the assignment. It should be clearly understood that equipments and other facilities will have to be deployed on the assignment.</p>	

**Note:**

1. *RFP documents, certified copies of undertakings given and attached certificates etc shall be properly page numbered and indexed. All the documents enclosed with the Technical Proposal should be self attested by the authorized signatory. Technical Proposal submitted otherwise will not be considered.*
2. *Technical Proposal shall be prepared in accordance with the instruction contained in Para 12 of Letter of Invitation and shall be submitted alongwith the documents as laid down in Para 13 of Letter of Invitation.*
3. *Consultant will have to submit an affidavit duly notarized as under:*

- (i) *Information, certified copies of the documents supplied with the proposal and undertakings given / certificates attached are true and correct to the best of his knowledge and belief. If any information is subsequently, even after award of consultancy services, is found to be incorrect, EPCO may forfeit their Earnest Money Deposit/ Security Deposit and debar him from submitting the proposal in future.*
- (ii) *Amount received from consultancy fee from construction works is correct.*
- (iii) *Conditions in respect of relatives working as officers in the EPCO and Ujjain Municipal Corporation included in the RFP documents are being fulfilled.*
- (iv) *The consultant shall certify that there has been no conviction by a Court of Law or indictment/ adverse order by the regulatory authority for a grave offence against him or any of his sister concern. It is further clarified that there is no investigation pending against him or any of his sister concern. It is certified that no conflict of interest exists as on date and in future if any conflict of interest arises it will be intimated to the Client.*

Authorised Signatory [*In full and initials*]

Name and Title of Signatory:

Name of Firm:

Address:



**Name of Assignment:** *Preparation of Comprehensive Mela Plan for Simhashta 2016 at Ujjain*

**ASSIGNMENT DETAIL SHEET**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1.</b>	Assignment Name and its Narrative description	
<b>2.</b>	Location	
<b>3.</b>	Name of Client	
<b>4.</b>	Address of Client	
<b>5.</b>	Approx Value of the Assignment	
<b>6.</b>	Total No. of person-months of the assignment	
<b>7.</b>	Start date (month/year)	
<b>8.</b>	Approx. value of the services provided by the firm under the contract	
<b>9.</b>	No. of person-months provided by the firm	
<b>10.</b>	Completion date (month/year)	

**Note:** *It shall be prepared for each assignment*

Name of Assignment: *Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain*

**CURRICULUM VITAE (CV) OF KEY PERSONNEL**

1. **NAME**

2. **DATE OF BIRTH**

3. **NATIONALITY**

4. **EDUCATION**

*Year*

*Name of Institution*

*Degree*

5. **COUNTRIES OF WORK EXPERIENCE**

6. **LANGUAGES**

7. **PROFESSIONAL BACKGROUND**

*[description]*

8. **EMPLOYMENT RECORD**

*[year(s) starting [employer] with present position]*

9. **PROFESSIONAL EXPERIENCE**

*[month and year start to finish]*

***[Name of project and client]***

*[Descriptive– 4-5 sentences on each assignment, position held, responsibilities undertaken and achievements attained].*

## CERTIFICATION

*I, the undersigned, certify to the best of my knowledge and belief that:*

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am/ am not in regular full time employment with the consultant;
- (iii) In the absence of medical incapacity I will undertake this assignment for the duration and in terms of the inputs specified for me in the Technical Proposal provided team mobilisation takes place within the validity of this Proposal or any agreed extension thereof.

I understand that any wilful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert or authorised representative]

[Name of Expert/Authorised signatory]

Date:

Place:

Name of Assignment: *Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain*

**EXPERT TEAM AND SUMMARY OF CVs**

<b>Family Name, First Name</b>	<b>Firm Acronym</b>	<b>Position Assigned</b>	<b>Task Assigned</b>	<b>Employment Status with Firm (full-time, or other)</b>	<b>Education/ Degree (Year / Institution)</b>	<b>No. of years of relevant project experience</b>	<b>CV signature by (expert/ other)</b>

## FINANCIAL PROPOSAL

**Assignment Title: *Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain***

### Summary of Costs:

S. No	Item	Cost (INR) <i>(Inclusive of all the taxes)</i>
1.	Professional consultancy fees	
2.	Contour survey of 500 Hectare @ Rs _____ per Hectare	
3.	Discount (if any)	(–)
<b>NET FEES</b>		

*Amount in Words – "Inclusive of all the taxes"*

**Note:**

- a) Amount of the Financial Proposal shall be inclusive of all the taxes and in Indian Rupees (INR);
- b) All the activities and items described in Technical Proposal and Terms of Reference shall be valued by the consultant and included in the amount of Financial Proposal;
- c) Fees shall be inclusive of the anticipated inflationary increase over the duration of the contract and will not be reviewed during the performance of the Contract. It shall not be subject to any variation on any account;
- d) The consultant shall furnish written confirmation authorizing the signatory of the Proposal to commit the Consultant;
- e) The consultant shall furnish confirmation of acceptance of Conditions of Contract;

Authorised Signatory [*In full and initials*]

Name and Title of Signatory:

Name of Firm:

Address:

## ANNEXURE - VI

### Assignment Title: *Preparation of Comprehensive Mela Plan for Simhastha 2016 at Ujjain*

*Payments shall be made to the Consultant on submission of bill duly certified by the Commissioner, Municipal Corporation, Ujjain or his authorized representative as per following payment schedule.*

#### PAYMENT SCHEDULE

Milestone	Particulars	Percentage of Total Fees
	<b>PART 1</b>	
1.	On submission of Pre-Design study report	10%
2.	On submission of Conceptual Comprehensive Mela Plan	10%
3.	On Approval of Conceptual Comprehensive Mela Plan	10%
	<b>PART 2</b>	
4.	On submission of Draft Detailed Comprehensive Mela Plan	15 %
5.	On approval of Draft Detailed Comprehensive Mela Plan	15 %
6.	On submission of Final Detailed Comprehensive Mela Plan	15 %
7.	On approval of Final Detailed Comprehensive Mela Plan	25 %
	<b>Total</b>	<b>100%</b>

**Note:**

- 1. Recovery of five (5%) percent as security deposit and other usual statutory deductions shall be made from each payment.*
- 2. The payment may be released within 30 days from receipt of bill from the Consultant subject to terms and conditions mentioned in this contract.*

# **DRAFT AGREEMENT**

## **Preparation of Comprehensive Mela Plan (CMP) for Simhastha 2016 at Ujjain**

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of ....., 2011, between, on the one hand Executive Director **Environmental Planning & Coordination Organization**, Paryavaran Parisar, E- 5, Arera Colony, Bhopal (hereinafter called the “**the Client**” which expression shall include his respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand Consultant **M/s** \_\_\_\_\_ (hereinafter called the “**Consultant**” which expression shall include his respective successors and permitted assigns unless the context otherwise requires).

### **WHEREAS**

- (A) The Client vide its Request for Proposal (RFP) dated \_\_\_\_\_ invited proposals from empanelled consultants for "**Preparation of Comprehensive Mela Plan (CMP) for Simhastha 2016 at Ujjain**"
- (B) The Consultant submitted his proposal for the aforesaid project, whereby the Consultant represented to the Client that it had the required professional skills, and in the said proposal, the Consultant also agreed to provide the Services to the Client on the terms and conditions as set forth in the RFP, Letter of Invitation, Terms of Reference and this Agreement;
- (C) The Client, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its acceptance letter No. \_\_\_\_\_ dated \_\_\_\_\_; and
- (D) In pursuance of the acceptance letter, the parties have agreed to enter into this Agreement.

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

### **1. GENERAL**

A Project Co-ordination Committee shall be constituted as follows:

- Executive Director of Environmental Planning & Coordination Organization (EPCO) or his representative
- Consultant or his authorized representative
- Commissioner, Municipal Corporation, Ujjain or his representative.

The Project Coordination Committee shall make all the efforts to avoid unreasonable delay in the progress of the work. Committee will meet as and when required and will resolve the issues related to Consultant, Client and Ujjain Municipal Corporation. The Director General, EPCO shall, if need be, over see that both the Consultant and the Client followed the sound principles involved. For this purpose, he himself or his representative may convene meeting of the Project Coordination Committee at any time.

## 1.1 Definitions and Interpretation

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

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement, together with all the Annexures;
- (c) “Confidential Information” shall have the meaning as set forth in Clause 3.3 of this Agreement;
- (d) “Conflict of Interest” shall have the meaning as set forth in Clause 3.2 of this Agreement read with the provisions of RFP;
- (e) “Dispute” shall have the meaning as set forth in Clause 10.2 of this Agreement;
- (f) “Effective Date” means the date on which the work order is issued after execution of this Agreement;
- (g) “Government” means the Government of Madhya Pradesh;
- (h) “INR, Re. or ₹” means Indian Rupee;
- (i) “Personnel” means persons hired by the Consultant as employees and assigned the performance of the Services or any part thereof;
- (j) “Party” means the Client or the Consultant, as the case may be, and Parties means both of them;
- (k) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference;
- (l) “RFP” means the Request for Proposal for **“Preparation of Comprehensive Mela Plan Simhastha 2016 at Ujjain**, letter of invitation, terms of reference etc. in response to which the Consultant’s proposal for providing Services was accepted;
- (m) “Third Party” means any person or entity other than the Client and the Consultant.  
All terms and words not defined herein shall, unless the context otherwise requires, have the meaning as assigned to them in the RFP.
- (n) CMP means the **Comprehensive Mela Plan for Simhastha 2016 at Ujjain**.

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

- (a) Request for Proposal;
- (b) Letter of Invitation;
- (c) Terms of Reference;
- (d) Technical Proposal;
- (e) Financial Proposal;
- (f) Payment Schedule;
- (g) Letter of Acceptance; and
- (h) Agreement.



## **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 Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and obligations**

The mutual rights and obligations of the Client and the Consultant shall be as set forth in this agreement; in particular:

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

## **1.4 Governing law and jurisdiction**

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

## **1.5 Language**

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

## **1.6 Notices**

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

- (a) in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.8.3 or to such other person as the Consultant may from time to time designate by notice to the Client; provided that notices or other communications to be given to an address outside Bhopal may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the Client;
- (b) in the case of the Client, be given by facsimile and by letter delivered by hand and be addressed to the Client with a copy delivered to the Client's Representative set out below in clause 1.8.2 or to such other person as the Client may from time to time designate by notice to the Consultant; provided that, if the Consultant does not have an office in Bhopal, it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and

- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

## **1.7 Location**

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

## **1.8 Authorized representatives**

**1.8.1** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Consultant may be taken or executed by the officials specified in this Clause.

**1.8.2** The Client may, from time to time, designate one of its officials as the Client's Representative which will be nominated by the Executive Director EPCO, Bhopal.

**1.8.3** The Consultant may designate Team Leader as Consultant's Representative unless otherwise notified:

## **1.9 Taxes and duties**

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

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date on which the work order shall be given to the Consultant pursuant to this agreement..

### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the date of work order unless otherwise agreed to by the Parties.

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

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

### **2.4 Expiration of Agreement**

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire on satisfactory completion of services.

## **2.5 Entire Agreement**

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

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

## **2.6 Modification of Agreement**

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes the Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include any event (i) which is caused by the negligence or intentional action of a Party or its agents or employees and (ii) any event which a diligent party could reasonably have been expected to foresee (taken into account at the time of the conclusion of this Agreement and avoid or overcome in the carrying out of its obligations hereunder).
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions,

due care and reasonable alternative measures, with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with minimum delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.7.4 Extension of time**

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

### **2.7.5 Consultation**

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

## **2.8 Suspension of Agreement**

**2.8.1** The Client shall have the liberty to postpone, in full or part, any work or deployment and the Consultant shall not be entitled to any compensation or damages for such postponement but shall cooperate with the Client by re-arranging its deployment schedule accordingly. In such condition(s), the Client will inform the Consultant at least 3 weeks in advance both at the time of postponement and at the time of re-start of services.

## **2.9 Termination of Agreement**

### **2.9.1 By the Client**

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in the notice within thirty (30) days of receipt of such notice or within such further period as the Client may have subsequently granted in writing;  
or

- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof; or
- (d) the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false; or
- (e) any document, information, data or statement submitted by the Consultant in his Proposal, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- (f) as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2 By the Consultant**

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

- (a) the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 10 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Client of the Consultant's notice specifying such breach; or
- (c) as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10 hereof.

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

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

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

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure 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 Clauses 3.9 and 3.10 hereof.

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

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Consultant (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 date of termination;

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

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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

#### **3.1 General**

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

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

##### **3.1.2 Terms of Reference**

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the prescribed time schedule.

##### **3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that his Personnel and agents comply with the Applicable Laws.

### **3.2 Conflict of Interest**

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

**3.2.2** The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest.

#### **3.2.3 Prohibition of conflicting activities**

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

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

#### **3.2.4 Consultant not to benefit from commission, discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall ensure that its Personnel and agents similarly shall not receive any such additional remuneration.

**3.2.5** The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Client shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into this Agreement. In such an event, the Client shall forfeit and appropriate the performance security and security deposit, if any, towards genuine pre-estimated compensation and damages payable to the Client towards, inter alia, time, cost and effort of the Client, without prejudice to the Client's any other rights or remedy hereunder or in law.

**3.2.6** Without prejudice to the rights of the Client under Clause 3.2.5 above and the other rights and remedies which the Client may have under this Agreement, if the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the

Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

- (a) **“corrupt practice”** means (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner, whatsoever, whether during the Selection Process or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Client in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3 Confidentiality**

The Consultant and its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultant and its Personnel; any information provided by or relating to the Client, its



technology, technical processes, business affairs or finances or any information relating to the Client's employees or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement, without the prior written consent of the Client.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and its Personnel becomes a part of the public knowledge from a source other than the Consultant and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the Client prompt written notice and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

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

**3.4.2** Consultant's liability towards the Client

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

**3.4.3** The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Client's property, shall 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 services made or expected to be made to the consultant hereunder, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

**3.4.4** Consultant or his personnel, if found to be involved in the gross negligence or wilful misconduct which cause damage to the interests of the Client, shall be liable to the damages. The consultant or his personnel may also be subjected to the penal action under M.P. Vinirdishtta Bhrashtachar Acharana Nivaran Adhiniyam 1982 and the relevant applicable laws.

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

- 3.5.1**
- (a) The Consultant shall take out and maintain, at its own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages as are specified in the Agreement and in accordance with good industry practice.
  - (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the 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 term of this Agreement.
  - (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Client.
  - (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Client as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Client as the sole beneficiary of the Consultant or require an undertaking to that effect.
- 3.5.2** The Parties agree that the risks and coverages shall include but not be limited to the following:
- (a) Third Party liability insurance as required under Applicable Laws.
  - (b) The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the Policy Period” (AOP) should not be less than the contract amount
  - (c) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start not later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

- (d) Third party motor vehicle liability insurance as required under Motor Vehicles Act 1988 in respect of vehicles operated by the consultant or their personnel or his personnel for the period of the agreement.

### **3.6 Accounting, inspection and auditing**

The Consultant shall:

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

### **3.7 Consultant's actions requiring the Client's prior approval**

The Consultant shall obtain the Client's prior approval in writing before appointing such members of the Key Personnel and any other action that may be specified in this Agreement.

### **3.8 Reporting obligations**

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

### **3.9 Documents prepared by the Consultant to be property of the Client**

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

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

### **3.10 Equipment and materials furnished by the Client**

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

### **3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Client authorized officials of the Client, and officials from Ujjain Municipal Corporation (UMC) are provided unrestricted access to the Project Office and to all Personnel during office hours. Any such official of Client/UMC shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

### **3.12. Accuracy of Documents**

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

**3.12.2** The survey control points established by the consultant shall be protected by the consultant till completion of consultancy services.

## **4. CONSULTANT'S PERSONNEL**

### **4.1 General**

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

### **4.2 Deployment of Personnel**

**4.2.1** The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Letter of Invitation.

**4.2.2** The schedule of deployment of Key Personnel shall be rescheduled before the issue of work order by the Client in consultation with the Consultant. The Consultant shall deploy the said personnel according to the schedule so approved.

**4.2.4** During the assignment period deployment of Key Personnel shall be as per the requirement of the Services.

### **4.3 Approval of Personnel**

**4.3.1** The Key Personnel listed in RFP document shall be approved by the Client. No other Key Personnel shall be engaged without prior approval of the Client.

### **4.4 Substitution of Key Personnel**

The Client expects all the Key Personnel, specified in the Proposal, should be available during term of the Agreement. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key

Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client.

#### **4.5 Team Leader**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordination, timely and efficient functioning of the Personnel.

#### **4.6 Expert Services**

Apart from the staff as mentioned in RFP document, Consultant will have to deploy expert services as per the need of the project.

### **5. OBLIGATIONS OF THE CLIENT**

#### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Client shall make best efforts to:

- (a) provide the Consultant, and its Personnel with work permits and such other documents as may be necessary to enable the Consultant and its Personnel to perform the Services;
- (b) issue to officials 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 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make to the Consultant such payments in such manner as is provided in Clause 6 of this Agreement as per Payment Schedule in Annexure VI of RFP Document.

### **6. PAYMENT TO THE CONSULTANT**

#### **6.1 Currency of payment**

All payments shall be made in Indian Rupee.

#### **6.2 Mode of billing and payment**

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule in Annexure-VI of RFP Document.
- (b) The Client shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt of the bills duly certified by Commissioner, Municipal Corporation, Ujjain or his authorized representative.
- (c) The final payment under this Clause shall be made only after the final report and final statement, identified as such, have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Client unless the Client, within such 90 (ninety) days period, gives

written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

## **7. Deliverables**

The Consultant shall prepare and submit to Client the following reports and documents in English and in the format approved by Client in hard copies in numbers indicated in the respective reports. Each hard copy shall be accompanied with an electronic copy on a CD. Electronic copies shall be in Word and Adobe PDF format. All reports and documents relevant to the services, including maps, field survey notes, shall become the property of Client.

- (a) Pre-Design study report
- (b) Conceptual Comprehensive Mela Plan
- (c) Draft Detailed Comprehensive Mela Plan
- (d) Final Detailed Comprehensive Mela Plan
- (e) Completion Report

## **8. PERFORMANCE SECURITY, LIQUIDATED DAMAGES AND PENALTIES**

### **8.1 Performance Security**

**8.1.1** The consultant will furnish within 07 days of the issue of acceptance letter, an unconditional bank guarantee of any Schedule Commercial Bank for an amount equivalent to 5% of the contract amount as performance security valid for contract period plus three months. The bank guarantee will be released by Client after 90 days on completion of services duly certified by the Commissioner, Ujjain Municipal Corporation.

**8.1.2** 5% security deposit shall be deducted from all the payments made to the consultant. It shall be refunded on approval of the Comprehensive Mela Plan (CMP).

### **8.2 Liquidated Damages**

#### **8.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 8% (eight percent) of the Contract amount.

#### **8.2.2 Liquidated Damages for delay**

In case of delay in satisfactory completion of the works attributable to Consultant beyond the stipulated period, Consultant shall be liable to pay penalty @0.05% (one twentieth percent) per calendar day subject to a maximum of 2.5% (two and half percent) of contract amount. For delays

in satisfactory completion of work beyond 3 (three) months, the amount of performance security in part or full as decided by the Client shall be liable to be forfeited.

### **8.2.3 Appropriation of Performance Security and Security Deposit**

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security and Security Deposit in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 8.2 of this Agreement.

### **8.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 8.2, warning may be issued to the Consultant for minor deficiencies on his part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client. The delay and the penalty there upon shall be determined by the Project Coordination Committee for non fulfilment of proper Services.

## **9. FAIRNESS AND GOOD FAITH**

### **9.1 Good Faith**

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

### **9.2 Operation of the Agreement**

The Parties recognize that it is not possible to provide for every contingency in this Agreement which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall be subject to arbitration in accordance with Clause 10 hereof.

## **10. SETTLEMENT OF DISPUTES**

### **10.1 Amicable settlement**

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

### **10.2 Dispute resolution**

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

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

**10.3 Arbitration**

**10.3.1** Any Dispute, which is not resolved amicably by conciliation, shall be referred to the DIRECTOR GENERAL EPCO who shall obtain report of the Project Coordination Committee and shall give his decision within 30 days. Any party, which is not satisfied with the decision of the DIRECTOR GENERAL EPCO, shall refer the matter to a board of arbitrators appointed in accordance with clause 10.3.2 of this Agreement for final decision. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other Rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be at Bhopal and the language of arbitration proceedings shall be English.

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

**10.3.3** The arbitrators shall make a reasoned award. Any Award made in any arbitration held pursuant to this Clause 10 shall be final and binding on the Parties from the date it is made, and the Consultant and the Client agree and undertake to carry out such Award without delay.

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

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

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of M/s ..... .....		For and on behalf of Environmental Planning & Coordination Organization Bhopal	
	(Signature)		(Signature)
	(Name)		(Name)
	(Designation)		(Designation)
	(Address)		(Address)
	(Fax No.)		(Fax No.)
In the presence of: (Witness)			
1.		2.	