



**MADHYA PRADESH HOUSING AND
INFRASTRUCTURE DEVELOPMENT BOARD**

Request for Proposal (RFP)

For

***Consultancy Services for The construction of
various Government facilities as per RFP
document under Re-densification policy 2016
of Govt. of Madhya Pradesh at Betul***

E-Tender – Date: 31/05/2018



**MADHYA PRADESH HOUSING AND
INFRASTRUCTURE DEVELOPMENT BOARD**



**MADHYA PRADESH HOUSING AND INFRASTRUCTURE
DEVELOPMENT BOARD (MPHIDB)**

**Invitation of Request for Proposal (RFP) for Selection of Consultant for providing
consultancy services at Betul under Re-densification Policy 2016 of Govt. of Madhya
Pradesh.**

MPHIDB invites proposals for: **“Selection of Consultant for Preparation of DPR, Architectural Services, Preparation of Tender Documents and Bid Process for the Construction of following at BETUL, MP:**

1. Construction of new jail building for 500 prisoners. (Approx. Built up area 8500 Sq. m.)
2. 3 F Type, 11 G type, 31 H type & 2 I type quarters in new jail campus.
3. Jail training center (Conference hall, 200 seated Auditorium, Kitchen/Dining Hall, Library, Dispensary, Play Ground, Parade Ground, 3 F type Quarters, 11 G type, 31 H type & 2 I type.)
4. Development and Landscaping Work in Jail campus and training Center.

Under Re-densification Policy 2016 of Govt. of Madhya Pradesh. RFP documents should be purchased online from www.mpeproc.gov.in by making online registration fees of Rs. 10,000/- (Non-refundable). The EMD of Rs. 150000/- must be in form of form of Bank Draft or Bank Guarantee in favor of The Executive Engineer, Madhya Pradesh Housing and Infrastructure Development Board, HOSANGABAD payable at HOSANGABAD.

Sd/

Executive Engineer

Madhya Pradesh Housing & Infrastructure Development Board

DIVISION HOSANGABAD

HOUSING BOARD COLONY, ITI ROAD, HOSANGABAD

PIN CODE 461001

PHONE : 07574-257889

EMAIL : eednhbhd@mp.gov.in

WEB : www.mphousing.in

1. RFP is available on www.mpeproc.gov.in
2. Key Dates are available on e-tender website.
3. Those who don't possess a digital signature can obtain it using their UID AADHAR Card from agencies through IT dept of MPHIDB :
Name: _____ Email Id: _____
Mobile No: _____
4. Guidelines for E tendering are provided as per next section,
5. Last date for submission is _____ Key Dates are mentioned in the tender.

Guidelines for E-Tender

Instructions regarding E tendering are as follows:-

- i) For participation in e-tendering module for any department, it is mandatory for prospective bidders to get registration on website www.mpeproc.gov.in by making online registration fees payment.
- ii) Tender documents can be purchased only online and downloaded from website www.mpeproc.gov.in by making online payment for the tender documents fee.
- iii) Service and gateway charges shall be borne by the bidders.
- iv) Bids are required to be signed online using class – III Digital Signature Certificate, Bidders are advised to obtain the same at the earliest. For information regarding issue of Digital Signature Certificate, bidders may visit website www.mpeproc.gov.in. Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for any delays in issue of Digital Signature Certificate and in submission of bid thereof. Amendments to RFP, if any, would be published on website only, and not in newspaper.
- v) Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in. Department shall not be responsible for any delay / difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- vi) For any type of clarification bidders can visit www.mpeproc.gov.in and / or contact no. ----- Mail id : eproc_helpdesk@mpsdc.gov.in Support timings: Monday to Saturday from 10:00 AM to 7:00 PM.
- vii) Interested bidders may attend the free training program in Bhopal at their own cost.
- viii) Any bidder submitting the tender by his Digital Signature Certificate should invariably upload the scanned copy of the Authority Letter/POA or Board Resolution which authorizes the signatory of the bid to make the proposal. This may be up-loaded along with the Proposal and copy of same may be submitted in physical form with the bid offer.

Key Dates for E-Tender

Sr No.	Stage	Details
1	Hosting of RFP Online	From : 31 th May 2018 To: 13 th June 2018
2	Online Submission of Technical and Financial Proposal (Proposal Due Date PDD)(Envelope B)	At : Online By : 17:00 Hrs. Date : 15 st June 2018 Online address: www.mpeproc.gov.in
3	<u>Off line (hard copy) submission of Technical Bid without financial bid.</u>	Physical submission by hand delivery, courier or registered post By : 17.00 HRS. Date : 18 th June 2018 Physical Address for submission: Executive Engineer Madhya Pradesh Housing & Infrastructure Development Board DIVISION HOSANGABAD HOUSING BOARD COLONY, ITI ROAD, HOSANGABAD 461001
4	Date of Presentation	Date 21 st June 2018 BY 15:00 PM AT H.O.Bhopal(Peryawash Bhavan Bhopal)
5	Opening of Technical Proposal	Date : 22 nd June 2018 BY : 15:00 HRS
6	Opening of Financial Proposal (Price Bid)	Will be informed to the qualifying bidders after opening of Technical Proposal.

Notes:

Financial Bids should be submitted online only. Technical bids submitted in hard copy should not contain any financial (price) bid. If this is found to be so, the bid will be considered non-responsive.

Date of opening of Financial Proposal will be informed to bidders who are qualifying in terms of Technical Proposal.

Annexure A: Bid Data Sheet (BDS) and Instructions to Consultants

1	Name of the Client: Madhya Pradesh Housing and Infrastructure Development Board (MPH&IDB),
2	Method of selection: Minimum 80% marks in technical Proposal with lowest financial bid.
3	Financial Proposal to be submitted together with Technical Proposal online: Yes Technical Proposal to be submitted physically: Yes Title of Consulting Service is: “Request for Proposal (RFP) for Selection of Consultant for Preparation of DPR, Architectural Services, Preparation of Bidding Documents and Bid Process Management for the Construction of new jail building for 500 prisoners. Various quarters, Conference hall, 200 seated Auditorium, Kitchen/Dining Hall, Library, Dispensary, Play Ground, Parade Ground, Development and Landscaping Work at BETUL under Re-densification Policy 2016 of Govt. of Madhya Pradesh.”. (Financial Proposal to be submitted online only)
4	Client Representative: The Executive Engineer, Madhya Pradesh Housing and Infrastructure Development Board (MPHIDB), Division: Hoshanngabad Tele: 07574-257889 Email: eednhhbhd@mp.gov.in
5	Proposals must remain valid for 180 after the submission date indicated in this Bid Data Sheet.
6	The Consultant is required to include with its Proposal written confirmation of authorization/ Power of Attorney to sign on behalf of the Consultant: Yes
7	Joint Ventures or Consortia are permissible: No
8	Bidders Eligibility Criteria: Applicable General Requirements <ol style="list-style-type: none"> a. Reputed firms, empanelled or non-empanelled with MPHIDB operating since last proceeding 10 financial years. b. The firm must have Good & Service Tax registration (A copy of certificate shall be attached). Technical Requirements <ol style="list-style-type: none"> a. Minimum average annual turnover from professional fee in preceding three financial years should be:- <ul style="list-style-type: none"> • <u>Rs. 1.00 Crore.</u> (Audited Balance sheet and CA certificate to be furnished) b. The firm must have successfully completed at least one similar nature project (Furnish a copy of performance certificate from owner/ employer). <p>Category of Similar Project are :-</p> <ol style="list-style-type: none"> 1. Preparation of Detailed Project Report & Tender documents, Carrying of Bid Process

	Management of ancillary services for projects under Re-densification Policy of GoMP for Govt./Semi-Govt. Agency or PPP Policy of GoI/GoMP or any state govt.
9	The Consultant must submit both Technical Proposal and Financial Proposal online. RFP Fee must also be submitted as per norms of E-tendering. Only the EMD must be submitted in physical form. Financial Proposal should be submitted online only and shall include a percentage based Quote in the format provided under Annexure C.
10	The bidders shall submit technical and financial proposals by e-tender only at www.mpeproc.gov.in .
11	Technical Proposals hard copy should be clearly marked ' or TECHNICAL PROPOSAL FOR [Title of Consulting Service] – DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE '.
12	Cost of Tender Form: RFP documents are available for download at web site www.mpeproc.gov.in . The Cost of tender form is Rs. 10000/- which shall be payable online.
13	Earnest Money Deposit (EMD) must be submitted. The amount of the EMD is Rs 150000 (Rs One Lakhs Fifty thousand only) . The EMD must be in form of form of Bank Draft or Bank Guarantee in favor of The Executive Engineer, Madhya Pradesh Housing and Infrastructure Development Board, Hosangabad payable at Hosangabad issued by any scheduled/nationalized bank in India. The duration for validity of EMD shall be 180 days.
14	Offers of only those bidders shall be opened whose cost of EMD are received in proper format.
15	A Performance Security of 5% of accepted Consultancy cost in form of Bank Guarantee of any Nationalized Bank with validity 60 months after stipulated project consultancy period.
16	Bidder/s may also talk to Mr. M R Thakure E.E. M.P. Housing & Infrastructure Development Board Hosangabad on mobile no. 9424025255 for any of clarification of RFP documents prior to Bid Submission. Any request for clarification must be sent in writing or by Fax to the address indicated in the Data Sheet prior to 10 days of the bid submission. All related correspondence exchanged by the Bidder/s would also form part of the Proposal.
17	Proposals must be submitted no later than Date: 17th June 2018 Time: 17:00 Hrs.
18	<u>Address for submission of Proposals and opening of Bids:</u> <u>Executive Engineer</u> <u>Madhya Pradesh Housing & Infrastructure Development Board</u> <u>DIVISION HOSANGABAD</u> <u>HOUSING BOARD COLONY, ITI ROAD, HOSANGABAD</u> <u>Pin :- 461001</u> <u>Tele: 07574-257889</u> <u>Email: eednhbhd@mp.gov.in</u>
19	Expected date for public opening of Technical Proposals:

	Date: 22-06-2018 Time: 15:00 Hrs.
20	Expected date for opening of Financial Proposals (if Applicable) : Date: Will Be Inform Time: 15:30 Hrs.
21	Expected date for commencement of consulting services: Will Be Inform
22	Evaluation of the proposal will be based on the marks given below.

Qualifications Assessment: Technical Bid Evaluation Criteria

S.N	Criteria	Score
1	Average annual turnover of the Consultant from professional fee in preceding three financial years	10
a	1.00 to 2.00 Crore	5
b	More than 2.00 Crores	10
2	Relevant Experience* of the Consultant's Firm in last ten years	30
a	Preparation of DPR, Bid Process management for Re-densification project under old/new policy of GoI/GoMP or any state govt. (10 marks for 1 project, Remaining 5 marks will be awarded proportionally as per the no. of projects up to maximum of 2 projects i.e. 2.5 marks for each projects)	15
b	Successful Completion of project under Re-densification policy/PPP projects of GoI/GoMP or any state govt. (10 marks for 1 project, Remaining 5 marks will be awarded proportionally as per the no. of projects up to maximum of 2 projects i.e. 2.5 marks for each projects)	15
3	Architectural Presentation	40
a	Understanding of TOR	10
b	Understanding of PPP Re-densification policy & Method of Bid Process	10
c	Architectural Planning & Designing	10
d	Understanding of Preparation of feasibility report for PPP Project of Govt. facilities.	10
5	Personnel (CVs)**	20
a	Team Leader (Architect Planner)	6
b	PPP Expert	3
c	Structural Designer	3
d	Senior Architect	2
e	Electrical Engineer and BMS expert	2
f	Environment Expert	2
g	Legal Expert	2
	Total	100

*Consultants should submit copies of Certificates from client as documentary evidence for Experience of undertaking similar assignments of each category

All CV's submitted by the individuals should be self-attested or should be attested by the authorized signatory of the company with his official seal.

Note :In order for your bid to be considered “Responsive” you must fulfill all conditions listed in Items No 5, 6,8,9,10,11,12,13,14,15,17 and 18, of Bid Data sheet, where applicable.

Experts mentioned in CV's should be permanent employees of the consulting firm in case of changes in experts prior approval have to be taken from AHC-2 MPHIDB.

Instructions to Consultant

1. Introduction	1.1 The Consultant is invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, or a Financial Proposal only, as specified in the Bid Data Sheet. The Proposal shall be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	1.2 The Consultant shall bear all costs associated with the preparation and Submission of its Proposal and contract negotiation.
	1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.
<i>Eligible Consultant</i>	1.4 A Consultant may be a private/govt. entity as Partnership, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria's specified in the Bid Data Sheet.
	1.5 Government-owned enterprises in India may participate as a bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of MPH&IDB, UDED, GoMP, MoUD, GoI.
	1.6 A firm or individual declared ineligible by the Government of India or GoMP or MPH&IDB or its departments and subsidiaries shall be ineligible to provide consulting services.
	1.7 Consultant shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.
<i>Disclosure</i>	1.8 Consultants 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 its Contract.
	1.9 Consultant must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Consultant, 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.
	1.10 Consultant's must disclose if they have been convicted of or are the subject of any proceedings relating to: a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;

	<p>b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with MPH&IDB or any other donor of development funding, or any contracting authority;</p> <p>c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.</p>
Anticorruption	1.11 A recommendation for award of Contract will be rejected if it is determined that the recommended Consultant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question or have not declared the necessary information as per above Clause Disclosure 1.8, 1.9 & 1.10; in such cases MPH&IDB will declare the Consultant ineligible, either indefinitely or for a stated period of time and Consultants will be blacklisted
Only one Proposal	1.12 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. This also prohibits the inclusion of an individual expert, in more than one proposal.
2. Clarification of RFP Documents	2.1 Consultants may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Bid Data Sheet. The Client will respond by standard electronic means within the period specified in the Bid Data Sheet, and will send written copies of the response (including an explanation of the query, without identifying the source of inquiry) to all Consultants who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2.
Amendment in RFP Documents	2.2 At any time before/ not less than 2 days before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.
	2.3 Any addendum will be uploaded on the website and will directly be sent to all Consultants who have formally indicated that they intend to submit a Proposal and will be binding on them.
	2.4 To give Consultant reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.32 and 5.33
3. Preparation of Proposals	3.1 The Proposal and all related correspondence exchanged between the Consultant and the Client shall be written in the English

Language of proposals	language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Hindi), in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
Cost of Bidding	3.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
	3.3 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position as specified in the Annexure D – TOR and Bid Data Sheet.
4. Full-time employees	4.1 It is desirable that the Team Leader or expert proposed as Team Leader is a regular full-time employee of the Consultant. A regular fulltime employee is defined as a person who, on the date of submission of the Consultant’s Proposal: a) is currently employed under a contract or agreement of employment with the Consultant; b) Has been employed by the Consultant for the 6 consecutive months immediately preceding the date of submission of the Proposal. c) is entitled to receive regular remuneration and benefits from the Consultant; and d) Is engaged to work for the Consultant for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.
5. Instructions for submission of Proposal	5.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Bid Data Sheet and accompanying documents.
	5.2 Both Technical & Financial Proposals must be received online before the deadline specified in the Bid Data Sheet. Technical Proposals Hard copy must be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.
Documents comprising the Proposal	5.3 Envelope A – Only Demand Draft of EMD (physical form) as required should form part of the Envelope A 5.4 Envelope B (Technical Bid) – To be submitted online on the proposal due date. Further a copy of the full technical bid, signed on all pages by authorized signatory should be submitted within two days along with CD as mentioned in the Key Dates. It will comprise the Technical forms. The forms should be submitted in the formats mentioned below along with the copy of supportive

	<p>documents. All documents shall be scanned and submitted online. Technical proposal shall be opened for those consultants who are responsive in Envelope A.</p> <p>5.5 Envelope C- The Financial bid submitted online only on e-tender website will be opened for those who qualifies in technical proposal of Envelope B.</p>
	<p>5.6 The original Financial Proposals for all qualifying Technical Proposals will be opened in public at a date and time specified in the Bid Data Sheet.</p>
<p>Technical Proposal <i>(see Annexure B)</i></p>	<p>5.7 The Technical Proposal shall contain the following:</p> <p>Section 1: Covering Letter, (Form Tech1);</p> <p>Section 2: Experience/ Capacity of Firm to undertake tasks including Eligibility Fulfillment with documentary evidence, Goods & Service Tax and Income Tax Registration, Certificate of Financial Capability (in Form Tech 5), Audited Balance sheets with Auditors Reports for last three years, Empanelment's and Registrations of Consultant etc.;</p> <p>Section 3: Project Detail Sheets (PDS) outlining previous experience of the firm in similar projects for each type of category mentioned in Bid Data Sheet completed during the last Five years (In PDS, please include only those projects which are most relevant to the current assignment) (Form Tech 2);</p> <p>Section 4: Technical Response including general approach, methodology, work plan, personnel schedule, Activity Schedule (Form Tech 6) and qualifications to ToR, including charts and diagrams;</p> <p>Section 5: CVs of personnel to work on this project (in the CV please include only those projects which are most relevant to the current assignment), (Form Tech 3);</p> <p>Section 6: List of proposed expert team and summary of CV (Form Tech 4);</p> <p>Section 7: Matters not appropriate in any other section. This includes:</p> <ul style="list-style-type: none"> • written confirmation authorizing the signatory of the Proposal to commit the Consultant; • Letter of Authorization, disclosures, if any • Declaration of conflict of interest, if any. • Copy of the RFP duly signed by Authorized Signatory as token of acceptance of all the Conditions under the RFP. <p>Section 7 should not include any promotional material, brochures, etc. An authorized representative of the Consultant shall initial all pages of the Technical Proposal</p>
	<p>5.8 No mention of your commercial response should be made</p>

	anywhere in the Technical Proposal, unless specified in the Bid Data Sheet; non-confirmation will result in automatic disqualification of the Consultant's Proposal.
Financial Proposal <i>(see Annexure C)</i>	5.9 The Financial Proposal shall contain the following: Section 1: Confirmation of acceptance of Conditions of Contract(Form Fin 1); Section 2: Quote/Pricing as specified in Bid Data Sheet using prescribed formats (Form Fin 2)
	5.10 An authorized representative of the Consultant shall initial all pages of the Financial Proposal.
	5.11 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.
Submission instructions	5.12 Consultants are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.
	5.13 The Consultant shall submit both Technical and Financial Proposals using the appropriate submission sheets provided in Annexure B: Technical Proposal Submission Forms and Annexure C: Financial Proposal Submission Forms . These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.
	5.14 Consultants are required to submit Only Technical Proposals in hard copy, as specified in the Bid Data Sheet. The number of hard copies to be submitted is specified in the Bid Data Sheet.
Taxes	5.15 The Consultant may be subject to taxes (such as: Income tax, fringe benefit tax, value added tax, sales tax, duties, etc) on amounts payable by the Client under the Contract. All such taxes are to be included in the fees quoted by the consultant except Goods and Service Tax which will be paid extra as applicable time to time over and above the fees quoted.
Proposal prices	5.16 All prices should be valid for the duration specified in the Bid Data Sheet.
	5.17 All prices quoted should be inclusive of the price structure if specified in the Bid Data Sheet.
	5.18 Prices quoted by the Consultant shall be fixed during the Consultant's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Bid

	Data Sheet or Standard Contract Document.
<i>Currency of the Proposal</i>	5.19 Proposal prices shall be quoted in Indian Rupees
<i>Proposal validity</i>	5.20 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
	5.21 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
	5.22 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultant to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request. A Consultant granting the request shall not be required or permitted to modify its Proposal.
	5.23 During the Proposal validity period, Consultant shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
<i>Format and Signing of Proposals</i>	5.24 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet, Annexure D – Terms of Reference, Annexure E – Standard Contract Documents and other accompanying documents.
	5.25 Technical Proposals (as specified in the Bid Data Sheet) shall be placed in an envelope clearly marked 'TECHNICAL PROPOSAL'.
	5.26 Hard copy of Technical proposal should be sealed completely. Proposal is not enclosed in the envelope marked 'Technical Proposal' or is not sealed as per Clause 5.30 , the Proposal will be rejected.
	5.27 The Technical Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Consultant. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for non-amended printed literature, shall be signed or initialed by the person signing the Proposal.
	5.28 Any iterations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
<i>Sealing and marking of</i>	5.29 The envelope containing the Technical Proposal shall be sealed, and signed over the seal, and will be clearly labeled with and as

<p>Proposals</p>	<p>per the instructions in Bid Data Sheet:</p> <ul style="list-style-type: none"> i. Title of Consulting Services; ii. RFP Number; iii. Deadline for Submission; and iv. Address of the Consultant <p>In addition, envelopes shall bear the following directions:</p> <ul style="list-style-type: none"> v. Address for submission of Proposals as specified in the Bid Data Sheet. vi. On outer envelope containing Technical Proposals: ‘DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE’. vii. On inner envelopes containing the Technical proposal; ‘DO NOT OPEN BEFORE _____ (insert date and time for the opening of Technical Proposals as specified in the Bid Data Sheet)’; and
	<p>5.30 If any envelope is not sealed and marked as instructed, the Client will assume no responsibility for the misplacement or premature opening of envelopes.</p>
<p>Deadline for submission of Proposals</p>	<p>5.31 Both Proposals must be submitted online & a hard copy technical proposal to be submitted to the address specified on the Bid Data Sheet and delivered on or before the time specified in the Bid Data Sheet.</p>
	<p>5.32 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2, in which case all rights and obligations of the Client and Consultant subject to the previous deadline shall thereafter be subject to the deadline as extended.</p>
	<p>5.33 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultant 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.</p>
<p>Late Proposals</p>	<p>5.34 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Bid Data Sheet. Any Proposal received after the respective deadline for submission shall be declared late, rejected, and returned unopened to the Consultant.</p>
<p>Withdrawal Proposals</p>	<p>5.35 A Consultant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be:</p> <ul style="list-style-type: none"> a) submitted in accordance with Clause 5.30 and the respective

	<p>envelopes shall be clearly marked 'WITHDRAWAL'; and</p> <p>b) Received by the Client prior to the deadline prescribed by the Client for submission of Proposals.</p>
	5.36 Proposals that are withdrawn in accordance with Clause 5.36 shall be returned unopened to the Consultant.
	5.37 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Bid Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
6. Opening Proposals	6.1 The Client will open Technical Proposals in the presence of Consultant's representatives who choose to attend, at the address, date and time specified in the Bid Data Sheet.
<i>Opening of Technical Proposals</i>	6.2 First, envelopes marked 'WITHDRAWAL' will be opened, read out, and recorded, and the envelope containing the corresponding Technical and Financial Proposals will not be opened, and will be returned unopened to the Consultant. No Proposal shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request withdrawal and is read out and recorded at the opening of Technical Proposals
	6.3 All remaining envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: <ul style="list-style-type: none"> I. The name of the Consultant; and II. Any other details as the Client may consider appropriate.
	6.4 Only Technical Proposals read out and recorded at Proposal opening shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for late Proposals, in accordance with Clause 5.35 .
	6.5 The Client shall prepare a record of the opening of Technical Proposals that shall include the name of Consultant and indicate whether there is a withdrawal. The Consultant's representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record will be distributed to all Consultants in writing or through standard electronic means.
	6.6 Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 and 7.8 below shall qualify for opening of Financial Proposals.
<i>Opening of Financial Proposals</i>	6.7 The Financial Proposals of all non-qualifying Consultant will be returned unopened after signing of the Contract with the winning Consultant.

	<p>6.8 Consultants qualifying in Technical Proposals shall be informed in writing, or through standard electronic means, of the date and place for public opening of their Financial Proposals. Consultant' attendance at the opening of Financial Proposals is optional.</p>
	<p>6.9 At the public opening of Financial Proposals, the Financial Proposals of all qualifying Technical Proposals shall be opened one at a time by the Client and the following read out and recorded:</p> <ul style="list-style-type: none"> i. the name of the Consultant; ii. Fees Quoted; and iii. Any other details the Client may consider appropriate.
	<p>6.10 Only Financial Proposals read out and recorded at the opening of Financial Proposals shall be considered for evaluation. No Proposal shall be rejected at the Financial Proposal opening.</p>
	<p>6.11 The Client will prepare a record of the opening of Financial Proposals. The Consultant' representatives who are present will be requested to sign the record. The omission of a Consultant's signature on the record shall not invalidate the contents or effect of the record. A copy of the record shall be distributed to all Consultants in writing or through standard electronic means.</p>
	<p>6.12 All Financial Proposals shall be scrutinized for any non-conformity, and modifications, if any, shall be made in accordance with Clause 7.5.</p>
7. Evaluation of Proposals	<p>7.1 Information relating to the examination, evaluation, comparison, and post qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Consultant or any other persons not officially concerned with such processes until information on Contract award is communicated to all Consultant.</p>
<i>Undue influence</i>	<p>7.2 Any attempt by a Consultant to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p>
<i>Clarification of Proposals</i>	<p>7.3 To assist in the examination, evaluation, comparison and post-qualification of proposals, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a 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 prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5, if required.</p>

<i>Non-conformities, Errors and omissions</i>	7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
	7.5 The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis: a. 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be b. 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 c. 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.
	7.6 If the winning Consultant does not accept the correction of errors, its Proposal shall be disqualified
<i>Evaluation of Technical Proposals</i>	7.7 The evaluation committee shall evaluate the Technical Proposals on the basis of pre-set criteria as outlined in the Bid Data Sheet.
<i>Qualification of Technical Proposals</i>	7.8 After the technical evaluation is completed, Consultant whose Technical Proposals receive a mark of 80% or higher, indicating the date, time, and location for opening of Financial Proposals.
<i>Evaluation of Financial Proposals</i>	7.9 Minimum 80% marks in technical Proposal with lowest financial bid. Following completion of the evaluation of Technical and Financial Proposals, the final ranking of the Proposals will be determined.
	7.10 The Consultant scoring minimum 80% marks in technical proposal and with lowest financial bid will be invited for negotiations.
<i>Client's right to accept any Proposal, and to reject any or all Proposals</i>	7.11 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Consultant.
8. Award of Contract	8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Consultant(s), in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Consultant of the results of the bidding.

<i>Notification</i>	8.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
<i>Negotiations</i>	8.3 The successful Consultant will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
	8.4 The successful Consultant will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3 .
	8.5 Negotiation will include both technical and financial negotiation, depending on the needs of the Client.
<i>Availability of personnel</i>	8.6 The Consultant shall confirm the availability of all personnel as indicated in its Proposal.
	8.7 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 shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
	8.8 Failure to meet either of these requirements may result in disqualification.
<i>Signing Contract</i>	8.9 Promptly after notification, the Client shall send to the successful Consultant the Contract and the Special Conditions of Contract (draft attached in this RFP)
	8.10 Pursuant to negotiations, the successful Consultant shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.11 All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.
<i>Start date</i>	8.12 The Consultant is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.

Annexure B: Technical Proposal Submission Forms

Tech 1: Covering Letter

[Location, Date]

To: *[Name and address of Client]*

Subject: - **Technical Proposal for *[Insert title of assignment]***

Dear Sir / Madam

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

We hereby declare that we have read the Instructions to Consultant included in the RFP, and abide by the same, and specifically to conditions mentioned *[In case of any declaration, reference to concerned document attached must be made]*.

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

We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Bid Data Sheet.

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

Yours faithfully,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

Tech 2: Project Detail Sheet

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association/JV, was legally contracted.

Category: <i>[insert similar assignment category as specified under Eligibility and evaluation criteria mentioned in Bid Data Sheet]</i>	
Assignment Name:	Cost of Project (construction) (INR):
Country:	Start date (month/year):
City:	Completion date (month/year):
Name of Client:	Address of the Client: Tel: Email:
Total No of staff-months of the assignment:	Value of Consultancy Services Received (INR):
No. of Staff Months Provided by Firm:	Value of Consultancy Services Received by the firm (INR):
Name and Address of Associated Firm (if any):	
No. of Staff Months provided by Associated Firm:	Value of Services provided by Associated Firm (INR):
Narrative description of Project:	
Description of actual services provided by your staff in the assignment:	

Note: Attach the certificate from the client as documentary evidence with each Project Detail Sheet. Project without certificate will not be considered for evaluation purpose.

Tech 3: Curriculum Vitae (CV) for Proposed Experts

1	Proposed Position	
2	Name of Personnel	
3	Name of the firm	
4	Date of Birth	
5	Nationality	
6	Educational Qualifications (Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)	
7	Employment Record (Starting with present position, list in reverse order every employment held.)	
8	Membership of Professional Associations:	
9	Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)	
10	Tasks assigned [List all tasks to be performed under this assignment]	
11	List of projects on which the Personnel has worked (Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned in 10) Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:	
<p>Certification:</p> <p>I, the undersigned, certify that this CV correctly describes myself, my qualifications and my experience.</p> <p>Place: _____</p> <p>[Signature of staff member or authorized signatory of the Consultant]</p> <p>Full name of authorized signatory:</p> <p>Date: _____</p>		

Tech 4: Expert Team and Summary Curriculum Vitae

Furnish a summary of the CVs provided in format below. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV

SN	Name of Proposed Expert	Name of the Firm (Capacity)	Qualifications	Total Experience	Experience in Building Projects	No. of Similar/ Relevant Projects	Date Of Birth
1							
2							
3							
4							
6							
7							
8							
9							

Note: The Bidder shall fill the above summary with best of his discretion. The client, if required, may ask for the documentary evidence related to Age, Qualifications, Experience and year of working with firm at any stage of the project for any professional listed by bidder.

The Bidder need to provide the following details along with CV

YEAR of passing Degree:

Name of University:

Total Experiences in Years:

Tech 5: Financial Capability of Consultant

Name of Consultant	Annual Turnover (from consultancy services)				
	<u>2015-16</u>	<u>2016-2017</u>	<u>2017-18</u>	Total	Average

Certificate from the Chartered Accountant

This is to certify that _____ has received the payments shown above against the respective years on account of professional fees.

Name of the Audit Firm:

Seal of the audit firm

Date:

Signature:

Name :

Designation:

Note: Attach Audited Balance sheets with Auditors Reports for last three years as Documentary evidence in Support

Tech 6: Activity (Work) Schedule

S no.	Item of Activity (work)	Month wise Program (in form of Bar Chart)										
		[1 st , 2 nd , etc. are months from the start of assignment]										
		1 st	2 nd	3 rd	4 th	5 th	6 th					

Annexure C: Financial Proposal Submission Forms

Fin 1: Confirmation of acceptance of Conditions of Contract

(Only online submission for financial proposal, failing so will result in rejection of proposal)

[Location, Date]

To: *[Name and address of Client]*

Subject: - **Financial Proposal for** *[Insert title of assignment]*

Dear Sir

We, the undersigned, offer to provide the Consulting Services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[insert date]*. We are hereby submitting our Financial Proposal.

We confirm that we accept the Conditions of Contract provided in the Request for Proposal.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal (180 Days from Proposal Due Date PDD) i.e., *[insert date]*.

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

Yours faithfully,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

Fin 2: Financial Proposal Quote

Project Title: Consultancy Services for Preparation of DPR, Architectural Services, Preparation of Tender Documents and Bid Process at Betul under Re-densification Policy 2016 of Govt. of Madhya Pradesh.

S.N	Consultancy Services	Financial Quote*	
		Amount %(Percentage) in Figures	Amount %(Percentage) in Words
1	<p>Percentage of Total cost of project for Preparation of DPR, Architectural Services, Preparation of Tender Documents and Bid Process for: -</p> <ol style="list-style-type: none"> 1. Construction of new jail building for 500 prisoners. (Approx. Builtup area 8500 Sq.m.) 2. 3 F Type, 11 G type, 31 H type & 2 I type quarters in new jail campus. 3. Jail training center (Conference hall, 200 seater Auditorium, Kitchen/Dining Hall, Library, Dispensary, Play Ground, Parade Ground, 3 F type Quarters, 11 G type, 31 H type & 2 I type.) 4. Development and Landscaping Work in Jail campus and training Center. <p><i>at BETUL Under Re-densification Policy 2016 of Govt. of Madhya Pradesh excluding Goods and Service Tax.</i></p> <p><u>Cost of Project approximately 4700.00 lakhs.</u></p>		

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

Note:

1. Please indicate Amount in Figures and Words– excluding goods and service tax
2. The basis for payment for stages in the Preparation of DPR, Architecture Services, and Bid Process Management will be evaluated as % of Actual Cost of Construction. Initially it will be evaluated as per Estimated Project Cost of DPR and once the tender is finalized then as per Tendered Project Cost.

Annexure D: Terms of reference

Consultancy Services for Preparation of DPR, Architectural Services, Preparation of Tender Document and Bid Process for Consultancy Services for –

1. Construction of new jail building for 500 prisoners. (Approx. Built up area 8500 Sq. m.)
2. 3 F Type, 11 G type, 31 H type & 2 I type quarters in new jail campus.
3. Jail training center (Conference hall, 200 seated Auditorium, Kitchen/Dining Hall, Library, Dispensary, Play Ground, Parade Ground, 3 F type Quarters, 11 G type, 31 H type & 2 I type.)
4. Development and Landscaping Work in Jail campus and training Center.

Background

It is proposed to engage highly qualified Consultants for Preparation of DPR, Architectural Services, Preparation of Tender Document and Bid Process with proven relevant experience for providing similar consultancy services for the construction of the following works Under Re-densification Policy 2016 of Govt. of Madhya Pradesh.

1. Construction of new jail building for 500 prisoners. (Approx. Built up area 8500 Sq. m.)
2. 3 F Type, 11 G type, 31 H type & 2 I type quarters in new jail campus.
3. Jail training center (Conference hall, 200 seated Auditorium, Kitchen/Dining Hall, Library, Dispensary, Play Ground, Parade Ground, 3 F type Quarters, 11 G type, 31 H type & 2 I type.)
4. Development and Landscaping Work in Jail campus and training Center.

1. Broad Scope of Works

The consultant is required to provide services for each major areas. Consultant has to undertake the assignment as per the Re-densification Policy 2016 of Govt. of Madhya Pradesh. The Consultant shall function as

- a. **Design Consultant:** To do detailed Engineering/Design Surveys, obtain approval from competent authorities for any permission related to the work, preparation of detailed layout plan of complete scheme, design and prepare conceptual/working drawings, elevation proposals with 3D modeling & renders for Architectural, Structural & other allied services, preparation of Detailed Cost Estimate, Bill of Quantities (BOQ), Bid Documents and Technical Specifications for all works. Consultant shall also do the Bid Process Management for selection of bidder.

2. Detailed Scope of Works

The Project is divided into four stages. The stage wise detailed scope of works is described below:

Stage 1: Techno-Commercial Study

1. Study and understand the Re-densification Policy 2016 of Govt. of Madhya Pradesh to follow the guidelines in undertaking the assignment.
2. Arranging site survey and required Geo-technical investigations.
3. Preparation of conceptual design of the proposed works.
4. Preparation of cost estimates and offset value of the land to work out the project feasibility.
5. Preparation of Inception report.

Stage 2: Preparation of Detailed Project Report for Government Works

1. Study of client's requirements and site visit to understand the project and to give a presentation of various scope of work to be carried out.
2. Timely preparation of detailed design and drawings of the whole scheme including Plans, Sections, Elevations, 3D views etc. for the architectural, structural and allied services.
3. Assist MPHIDB in obtaining statutory approval of local/govt. authorities i.e. Urban Development & Environment Department, M.P. Pollution Control Board, N.G.T., Nagar Nigam T&CP, Electricity board, Fire department, Lift safety etc. Statutory Payments required to be made to local/govt. department will be done by MPH&IDB.
4. Preparation of Preliminary budget estimates for review and administrative approval. Preparation of detailed cost estimates, Bill of Quantities (BOQ) and specifications. This will include Rate analysis of all the items on the basis of CPWD/MORTH and latest PWD schedule of rates and for items not covered by PWD SOR, on the basis of market rate with supporting documents in the standard format/pattern.
5. Consultant has to prepare the Detailed Project Report in accordance with the Re-densification Policy 2016 of Govt. of Madhya Pradesh and get it approved by Urban Development and Environment Department, M.P.
6. Preparation of Detailed Project Report on the basis of various proposed schemes. Preparation of Submission drawings.

7. Discussing with the client and making necessary changes in plans.
8. Preparing working drawing/Good for Construction drawings and detailing of entire work including detailing for interior design, furniture design, electrification, plumbing, sanitary, acoustic, Lift, HVAC, IBMS, CCTV, Access Control, PA System, Firefighting, Water harvesting, Landscaping, Graphic signage and Sewage and garbage disposal systems and external development, water connection plan from Municipal Corporation and complete design for the land development and getting them approved from the client and various authorities concerned such as Directorate of Town and Country Planning, Municipal Corporation, Pollution Control Board / State Environment Impact Assessment Authority / State Expert Appraisal Committee etc in accordance with the existing legislation, rules, regulations, codes and standards.
9. Consultant shall insure that all design and drawing are prepared in accordance with relevant by-laws of statutory authority, Indian Electricity act and Indian standard specification. All structural design shall be got vetted by structural Engineering department of MANIT, Bhopal or any other reputed engineering collage suggested by MPH&IDB. All structural drawings shall be provided to the contractor/employer and with specific certificate that the **“design being provided is earthquake resistant and safe and is in accordance with the up to date and relevant ‘IS Code’**”. Adequate scope for future expansion, in case of possible improvement in building bylaws in due course, must be included in the design before finalization.
10. List of the drawings which are mandatory to supply by the architect are detailed on **Annexure "A"**
11. The consultant shall update and give presentation on the work completed on monthly basis. The presentation to be given at AHC HO Bhopal for review and necessary correction if requires.

Stage 3: Bid Process Management

1. Preparation of tender documents including tender drawings, BOQ, technical specification, to enable MPHIDB call for tenders. Tender documents shall be approved by the Urban Development and Housing Department, M.P. The consultant is required to furnish technical clarification/explanation on specific queries of bidder during pre-bid meeting if required.
2. Evaluation of tenders and preparation of tabulation, taking up clarification and submitting recommendation to MPH&IDB for award of work.
3. Prepare and facilitate the execution of tripartite agreement and other legal documents. Documents to be approved by Urban Development and Housing Department, M.P.

Stage 4: Periodic Inputs during Construction

1. To prepare and issue working drawings timely at site or requisition new/ supplementary drawings, which are not provided.
2. Periodic supervision of the construction activities at site to make sure the execution is in compliance with the design and technical specifications.
3. Consultant has to assist the Employer in issuing / approving variation in quantity. And also for issuing/ approving /sanction of additional cost, sums or cost and variation of rate and prices by appropriate rate analysis.
4. To mediate and assist in technical aspects for timely resolving disputes between EMPLOYER and contractor during constructions and also after completion.
5. Submit all relevant details including replies and assist the Employer with respect to arbitration, litigation etc. in technical aspects.
6. Shall ensure that work should not be hampered for want of drawings / Technical clarifications.
7. Any other activity as per provision of the Agreement.

ANNEXURE-A

DRAWING/DETAILS REQUIRED

A) For Layouts

1. DTS Survey & Soil Test Report.
2. Site plans/layout plan in 1:500 or 1:1000 including following
 - Roads
 - Culverts
 - Sewerage Plan
 - Water supply plan
 - Electrification plan
 - Landscaping
 - Parking details
 - Existing features to be retained/demolished.
 - Rain water harvesting plan
 - Waste water recycling plan
 - BEE - Beauru of Energy Efficiency Norms to be followed.
 - Other details as required.
 - All drawings required for Obtaining all Statuary Approvals from T & CP , Municipal Corporation, Pollution Control Board, / SEIAC/SEIAA etc.

B) For Building Plans

- All drawings required for obtaining all Statuary Approvals from, Municipal Corporation, Pollution Control Board, / SEIAC/SEIAA etc.
- Building Plans(GF,FF & other plans including terrace plan)
- All Structural details Plans i.e.foundation,column size,centre line plan & footing.details,plinth beams,beams,slabs including expansion jointsetc(Earthquake resistant)
- Elevations & sections including cill details,lintels chajja projections/other projection cornice,bands,pattas,conrbelling etc.
- Staircase details with railinging/dado etc.
- Lift well,machine room details.
- Waste water recycling plan

- BEE - Bureau of Energy Efficiency Norm to be followed.
- Opening details i.e.door,window ventilators,Rolling shutters,collapsible doors etc.with grill & details.
- Other details like kitchen,toilets details in 1:20 or 1:50 (as required)
- Flooring/Paving/cladding details.
- External & internal electrification details (illumination details for public buildings,(if required).
- Sanitary & water supply details.
- Rain water harvesting plan
- Waste water recycling
- Roofing details i.e.slab & beam reinforcement, slope/gradient including waterproofing details.
- Fire fighting system details in case of public building (if required).
- Lift,elevators details(if required).
- Emergency exit plan in case of public meeting(if required).
- Anti termite treatment(if required).
- solar energy utilization(if required).
- Airconditioning details(if required).
- Acoustic system details(if required).
- External & internal colour scheme of buildings
- Other finishing details as required.
- Maintenance plan
- Completion drawing.

General:

1. To approve specifications of Materials required for the Project and to conduct Market Survey and carry out Rate Analysis to arrive at Fixed Rates (Floor Price) of any specific Materials required for the Project not covered in BOQ on or before the currency of work(s).
2. Shall attend periodic site meetings / meetings in Employer office as and when required / instructed and discuss project bottlenecks and any other important matter along with solutions proposed. CONSULTANT will be required to submit periodic reports and also prepare Minutes of Meeting and submit immediately.

3. A detailed Contract Completion / Final Report is to be submitted to the Employer. The Consultant will prepare a comprehensive final completion report of the construction contract package after completion of the work.

Timing of Services: It is anticipated that the consulting services defined under this TOR will commence in **May 2018**. The actual commencement date will be confirmed during negotiations and will be dependent upon progress towards award of contract with the Contractor(s) for construction of the Project.

The period of services has been derived on the basis of the consulting services commencing one month prior to commencement of construction and extending twelve / sixty months after completion.

The total Project period is envisaged in two stages for consultancy services. i.) DPR and Bid Process of 4 months, ii.) Construction Stage / implementation period of 24 months.

Deliverable Schedule

SN	Stage	Submission Timeline
1	Submission of Techno-Commercial Report	Within 30 days of notification of award
2	Submission of Final/Approved Design, Drawings, BOQ and Cost Estimates of Government Works sufficient for inviting Tenders	Within 90 days of notification of award
3	Submission of Tender Documents	Within 100 days of notification of award*
4	Finalization and Appointment of PPP Partner	Within 07 days after price bid opening
5	Submission of detailed design, drawings etc sufficient for start of construction.	To be issued along with award of work and to be revised as per the progress of work and as per the requirement at site.
6	During Project execution	
6a	Periodic Reports	As and when required

*** In case of delay in submitting DPR, Penalty of Rs 500/- per day shall be charged.**

Experts and Inputs

S. N	PARTICULARS	NO. OF PERSONS	MINIMUM QUALIFICATIONS	MINIMUM EXPERIENCE	DURATION REQUIREMENT
1	Team Leader (Architect and Urban Planner)	01	Bachelors in Architecture and Masters in Town Planning/ Urban Planning and Development or Equivalent.	10 years in Building projects	Full duration (Intermittently)
2	PPP Expert	01	B.E./B.Tech (Civil) or Masters in Management Studies or Chartered Accountant or MBA Finance.	10 years in Buildings & Infrastructure project including minimum 3 years' experience in PPP Projects	As and when required (Intermittently)
3	Structural Design Engineer	01	M. Tech. / M.E. in Structural Engineering	10 years	Full duration (Intermittently)
4	Sr. Architect	01	Bachelor's degree in Architecture	7 years	As and when required (Intermittently)
5	Electrical Engineer and BMS Expert (MEP)	01	B.E. (Electrical) or B.E Mechanical	5 years	As and when required (Intermittently)
6	Environment Expert	01	Engineering/Diploma (Environment)	5 years	As and when required (Intermittently)
7	Legal Expert	01	LLB	5 Years	As and when required (Intermittently)

Note

1. Maximum age limit for all professionals is 65 years.
2. Input of Professional staff at Serial 1 to 7 shall be required for Architectural, Design, Consultancy period and thereafter intermittently as and when required during the execution of their related work.
3. Remuneration of professional staff at serial 1 to 7 and other professional experts in addition to the above mentioned shall also be included in the fee quoted for Architectural, Design and Consultancy.
4. Professional staff at Serial 1 to 7 is expected to visit the project site at Regular interval during the execution of their related work to ensure the execution of work as per Drawing, Design and specification.
5. 80% marks will be given for fulfilling Minimum Qualification and Experience Criteria, 10% Additional marks will be given for Post-Graduation Qualification other than minimum qualification required .10% Additional marks will be given for work experience greater than the minimum requirement.

Payment Schedule

The Consultant's quoted professional fee for "Preparation of DPR, Architectural Services, Preparation of Tender Document and Bid Process" will be paid based on % of the estimated project cost / the tendered cost / actual construction cost of the work as accepted by MPHIDB.

The following are the mode of payment for various stages of work for different sections of work. The stage-wise percentage (%) payment will be applicable as and when the stage-wise service is completed in all respect.

Stage 1	Stage of Completion	Absolut Amount
A1	Approval of DPR by Sadhikar Samiti Bhopal	Rs. 10.00 Lakhs
	Total	Rs. 10.00 Lakhs
		Percentage of Total Fees that will be paid*
Stage 2	Difference of % mentioned in agreement and Rs.10.00 Lakh will be paid to consultant after execution of agreement by bidder.	30 % - 10 Lakhs
B1		
B2	Periodic Input during construction of various Government Facilities Construction	70%
	<i>Sub-Stages</i>	<i>Sub Stages of payment</i>
	• On completion of 20% of Work of Government Facilities (BUA volume wise)	10%
	• On completion of 40%	10%
	• On completion of 60%	10%
	• On completion of 80%	10%
	• On completion of 100% and availability of final completed cost of construction.	30%

Notes:

- The Estimated Project Cost of Government Facilities for purposes of fee payment shall be (i) Initially on the basis of DPR cost, (ii) then, on the basis of Tendered Project Cost and iii) finally, on the basis of actual cost of construction. Final payment shall be only upon certified final cost of construction becoming available and last payment shall be made after final adjustments.
- In the event of lack of progress to the next stage or stages, no fees will be payable for non-completed stages. For instance, after completion and perusal of the DPR, if MPHIDB decides not to go ahead with the project, fees for only stage 1 of (**Schedule of Release of Payments to the Consultant**) shall be paid. Further, for instance if no developer is selected after the repeated tendering attempts, consulting fees of only Rs. 10.00 Lakh shall be paid.

In case the bid is not successful [no bid received] or after approval of bid by the Sadhikar Samiti, the agreement could not be executed then fee shall be limited to Rs. 10.00 Lakh for all work.

3. Payments of professional fees shall be made within one month of the completion of the relevant stage & submission of the claim, whichever is later.
4. The fee is exclusive of Goods and Service Tax (GST) and inclusive of other taxes applicable as per govt. present and further rules of taxation.
5. Soil Bearing test to be done by the Consultant from Government approved Laboratory. No separate payment will be made by M.P Housing & Infrastructure.

Annexure E: Standard Contract Document

Section 1: Form of Contract

CONTRACT FOR: *[Insert Title of Consulting Services]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made BETWEEN: *[insert Client]* (hereinafter referred to as ‘the Client’)

AND: *[name of Consultant]* (hereinafter referred to as ‘the Consultant’) *[Please insert the name of the Consultant’s representative and communication address of the Consultant]*

WHEREAS:

- A. Madhya Pradesh Housing and Infrastructure Development Board (MPH&IDB) on behalf of the Dy. Housing Commissioner, MPH&IDB (**‘the Client’**) requires the Consultant to provide the services as defined in Section 4 (**‘the Services’**); and
- B. The Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference

Section 5: Schedule of Payment

Section 6: Performance Guarantee

Annexes: Detailed at Special Conditions of Contract, **Clause 2.**

This Contract constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Consultant within **30 days** of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Consultant, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Consultant shall start the Services on [*insert start date*] (**‘the Start Date’**) and shall complete them by [*insert end date or period*] (**‘the End Date/the Contract Period’**) unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Consultancy Fees

Payments under this Contract shall be ____% [*insert in numbers and words*] of the total project cost inclusive of all applicable government taxes – national and state, as applicable and exclusive of prevailing Goods & Service Tax as applicable.

5. Time of the Essence

Time shall be of the essence as regards the fulfillment by the Consultant of its obligations under this Contract.

For and on behalf of Client

Signature:

Name:

Date:

For and on behalf of Consultant

Signature:

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Section 2: General Conditions of Contract

Definitions and Interpretation

1. Definitions

- ‘the Consultant’ means the partnership(s) or company(ies) with whom this Contract is placed.
- ‘the Consultant’s Representative’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Consultant.
- ‘the Consultant’s Personnel’ means any person instructed pursuant to this Contract to undertake any of the Consultant’s obligations under this Contract, including the Consultant’s employees, agents and sub-consultants.
- ‘Sub-consultant’ means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Consultant.
- ‘the Client’s Representative’ means any entity appointed by the Client to act on the Client’s behalf with regard to procurement and/or management of this Contract.
- ‘the Consultancy Fees’ refers to the amount specified in Section 1 and is the amount payable to the consultant by the Client under this Contract.
- ‘the Services’ means the services set out in the Terms of Reference (**Section 4**).
- ‘the Project Officer’ means the person named in **Section 3** who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- ‘the Contract Officer’ means the person named in **Section 3** who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- “Private Developer” means the partnership(s) or company(ies) with whom the contract for the construction of the proposed project will be done on partnership basis with MPHIDB.
- ‘Contract Documents’ means the documents listed in the Contract Agreement, including any amendments thereto.
- ‘Contract Price’ means the price payable to the Consultant as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- ‘Contract’ means the Contract Agreement entered into between the Client and the Consultant, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- ‘GCC’ means General Conditions of the Contract.
- ‘SCC’ means the Special Conditions of Contract.
- ‘Change in Control’ means that the person(s) (including corporate bodies) directly or indirectly in control of the Consultant at the time this Contract is entered into cease to be in control.
- ‘Control’ means the power of a person to ensure that the affairs of the Consultant are conducted in accordance with the wishes of that person.

2. Interpretation

- 2.1 In the event of any inconsistency between the Form of Contract (**Section 1**), these General Conditions (**Section 2**) and the Special Conditions (**Section 3**), the Special Conditions shall prevail.
- 2.2 Except as expressly provided in **Clause 3** the Consultant is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Consultant or any of the Consultant's Personnel.
- 2.4 All communications by the Consultant relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in **Section 3**.

Obligations of the Consultant

3. Obligations

- 3.1 The Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Personnel

- 4.1 All members of the Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Consultant complies with all the Consultant's obligations under this Contract.
- 4.2 No changes or substitutions may be made to members of the Consultant's Personnel identified as key personnel in **Section 4** of this Contract without prior written consent of the Client.
- 4.3 Replacement of personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client.
- 4.4 If the Client considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.5 The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.

5. Sub-Consultants

- 5.1 The Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

6. Disclosure of Information

- 6.1 The Consultant and the Consultant's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

7. Intellectual Property Rights

7.1 All the reports prepared under the assignment are subject to intellectual property rights.

8. Confidentiality

8.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a) Information that is already known to third parties without breach of this Contract; and
- b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9. Access

9.1 The Client will have access to the data collected by the Consultant if required

10. Corruption, Commission and Discounts

10.1 The Consultant warrants and represents to the Client that neither the Consultant nor any of the Consultant's Personnel:

- a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consultant or Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

10.2 Neither the Consultant nor any of the Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

11. Indemnity

11.1 Except where arising from the negligence of the Client or Client's employees, the Consultant shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by the Consultant or the Consultant's Personnel or any claims made against the Client by third parties in respect thereof.

Price and Payment

12. Applicable Provisions and Consultancy Fees

- 12.1 Unless different provisions are substituted in **Section 3, Clauses 1 to 9** inclusive shall apply in relation to price and payment.
- 12.2 The Consultancy Fees are payable as per the **Schedule of Payment, Section 5.**

13. Consultancy Fees

- 13.1 The Constancy fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs except those otherwise specifically provided for in this Contract.

14. Invoicing Instructions

- 14.1 Invoices should be submitted against agreed milestones or as specified at **Section 5, Schedule of Payments** in duplicate and in accordance with the remainder of **Clause 15.**
- 14.2 The Client shall unless otherwise expressly provided in **Section 3** make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 14.3 Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in **Section 3.** The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

15. Payments

- 15.1 Subject to the Client being satisfied that the Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 15 days of receipt of a valid invoice.
- 15.2 If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without client's approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

16. Taxes and Duties

The Consultant may be subject to taxes (such as: Income tax, fringe benefit tax, value added tax, sales tax, duties, etc) on amounts payable by the Client under the Contract. All such taxes are to be included in the fees quoted by the consultant except Goods and Service Tax which will be paid extra as applicable time to time over and above the fees quoted.

Force Majeure and Termination

17. Force Majeure

- 17.1 Where the performance by the Consultant of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consultant and against which an experienced consultant could not reasonably have been expected to take precautions, the Consultant shall promptly notify the Client in

writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

- 17.2 From the date of receipt of notice given in accordance with **Clause 17.1**, the Client may, at its sole discretion, either suspend this Contract for up to a period of **6 months** ('the Suspension Period') or terminate this Contract forthwith.
- 17.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

18. Suspension or Termination with Default of the Consultant

- 18.1 The Client may notify the Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consultant to remedy that dissatisfaction and the time within which it must be completed.
- 18.2 Where this Contract is suspended under **Clause 18.1** and the Consultant subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 18.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
- a) the Consultant or any member of the Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b) the Consultant or any member of the Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of **Clause 10** of this Contract; or
 - c) the Consultant is an individual or a partnership and at any time:
 - (i) becomes bankrupt; or
 - (ii) is the subject of a receiving order or administration order; or
 - d) the Consultant is a company and:
 - (i) an order is made or a resolution is passed for the winding up of the Consultant; or
 - (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consultant.
 - e) the Consultant is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 18.4 Where this Contract is terminated in accordance with this Clause, the Consultant shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

General Provisions

19. Variations

- 19.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter

entitled 'Contract Amendment No.'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4. In case of amendments in terms of reference the fees for the additional tasks if any shall be decided in mutual agreement

20. Assignment

20.1 The Consultant shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consultant, any of its rights or obligations under this Contract or any part, share or interest therein.

21. Law and Jurisdiction

21.1 This Contract shall be governed by the laws of Republic of India.

22. Amicable Settlement

22.1 This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to the Arbitration Tribunal as per the ARBITRATION AND CONCILIATION ACT, 1996.

Section 3: Special Conditions

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. Officials

1.1 The Contract Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.2 The Project Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.3 The Consultant's Representative is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

2. Additional documents to be included in this Contract

The following documents are included in and form part of the Contract: Annex X. Minutes of the meeting between the Client and the Consultant dated xx 215 [If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses

should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]

3. Payment Structure

The payment schedule is contained at Section 5 on Schedule of Payments [*Any changes should be advised to the Consultant during negotiations.*]

4. Marking And Documentation

i) The marking and documentation shall be: [*insert in detail the markings on the packing and all documentation required; sample below*]

Title of Consulting Services

Details of Project Officer as in 1.2 of SCC

Standard International Norms for Marking

5. Arbitration/Dispute Resolution

The place of arbitration/Dispute Resolution shall be Bhopal.

Section 4: Terms of Reference

Insert the Terms of Reference here from “Section D” of RFP

Section 5: Schedule of Payment

Insert the Schedule of Payment therefrom "Section D" of RFP

Section 6: Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Contract No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: [Dy. Housing Commissioner, MPH&IDB]

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]* we have been informed that *[insert complete name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[Insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Equipment and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*², and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. *[signatures of authorized representatives of the bank and the Contractor]*

¹ The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

² Dates established in accordance with the General Conditions of Contract ("GCC").