



REQUEST FOR PROPOSAL (RFP)

FOR

**ENGAGEMENT OF CONSULTANCY FIRM
AS ASSET MANAGEMENT AND INVESTMENT ADVISOR
UNDER SRINAGAR SMART CITY LIMITED**

February 2024

Issued by:

CHIEF ENGINEER

SRINAGAR SMART CITY LIMITED
1st Floor, Budshah Building, Lal Chowk,
Srinagar – 190001, UT of J&K.

NIT No.: 47-SSCL of 03/2023-24

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DISCLAIMER

Srinagar Smart City Limited (SSCL) is implementing the Smart City Proposals covering both Area Based Development (ABD) and PAN-city solutions under Smart City Mission. Srinagar SCP proposes smart solutions in ABD and PAN-city, providing various smart features/ infrastructure. As part of implementation plan of smart infrastructure, Srinagar Smart City Limited has created various assets within the Municipal limits of Srinagar City and through this Request for Proposal (RFP) intends to engage a Consultancy Firm as Asset Management & Investment Advisor for monetization of the assets.

Srinagar Smart City Limited (henceforth referred to as “Client” / “Authority” in this document) has issued this Request for Proposal (RFP) document to invite bids from Firms / Agencies / Entities / Companies (henceforth referred to as “Bidder” / “Consultant” in this document) who have capability and experience of carrying out such assignments of monetization of assets. This document of Request for Proposal (RFP) is having detailed requirement with specific features, terms and conditions which need to be abide by the bidders.

The information contained in this Request for Proposal (RFP) or subsequently provided to the Bidder, whether verbally or in documentary or any other form by or on behalf of the Srinagar Smart City Limited or any of its employees or advisors, shall be considered confidential and not to be reproduced / transmitted / adopted / displayed for any purpose whatsoever.

This RFP is not an agreement or an offer by the Client to the Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The information provided in this RFP is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement any information, objective, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Client is bound to select a Bidder for the project and the Client reserves the right to reject all or any of the proposals / terminate the bidding process at any time without assigning any reasons, thereof.

The Client reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on e-procurement portal, www.jktenders.gov.in.

SECTION-1: NOTICE INVITING TENDERS

Government of Jammu and Kashmir

**Office of the Chief Engineer,
Srinagar Smart City Limited,
1st Floor, Budshah Building, Lal Chowk,
Srinagar, J&K**

NIT No.: 47-SSCL of 03/2023-24

Dated: 15/03/2024

Subject: Notice inviting tenders for “Engagement of Consultancy Firm as Asset Management & Investment Advisor under Srinagar Smart City Limited”.

- The Srinagar Smart City Limited (SSCL) (hereinafter referred to as “SSCL” / “Authority” in this document) is executing SMART CITY MISSION (SCM) in Srinagar. Chief Engineer, Srinagar Smart City Limited (SSCL), invites online offers, from registered and reputed Firms/Agencies/Entities/Companies having relevant experience and expertise for the following work:

S. No.	Name of Work	Cost of Tender Document (INR)	EMD (INR Lac)	Contract Period
1.	Engagement of a Consultancy Firm as Asset Management & Investment Advisor under Srinagar Smart City Limited.	5000.00	3.00	Three (03) Years extendable annually to further Three (03) Years

- The Request for Proposal (RFP) document, consisting of bidding information, eligibility criteria, terms of reference, conditions of contract and other details, can be seen/downloaded from the e-procurement portal of J&K Govt. <https://jktenders.gov.in> as per the schedule of dates given hereunder:

S. No.	Particulars	Schedule Date & Time
1	Date of issue of Notice for RFP	15/03/2024
2	Document download Start Date & Time	15/03/2024 at 13:15 Hrs.
3	Last Date for receipt of requests for clarifications.	20/03/2024
4	Pre-Proposal meeting Date & Time	26/03/2024 at 12:00 Hrs.
5	Bid Submission Start Date & Time	15/03/2024 at 13:15 Hrs.
6	Bid Submission End Date & Time	29/03/2024 at 16:00 Hrs.
7	Last Date for receipt of physical instruments of Tender Cost and Bid Security.	29/03/2024 at 16:00 Hrs.
8	Technical Bid Opening Date & Time	30/03/2024 at 14:00 Hrs.
9	Financial Bid Opening Date & Time	To be intimated separately.

- If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.

4. The Schedule indicated above is tentative and the Client may change any or the entire schedule with prior intimation to all bidders.
5. Interested and eligible bidders may submit their complete proposal as prescribed in the Request for Proposal (RFP) Document along with the receipt of requisite Earnest Money Deposit (EMD) / Bid Security and non-refundable Cost of Request for Proposal (RFP) Document.
6. The Cost of Request for Proposal (RFP) Document is to be paid through DD/NEFT/RTGS in favour of Srinagar Smart City Limited with Bank Account details as under:

<i>Name of Bank:</i>	<i>ICICI Bank Ltd.</i>
<i>Branch:</i>	<i>Karan Nagar, Srinagar.</i>
<i>Bank Account Number</i>	<i>252705001239,</i>
<i>IFSC Code:</i>	<i>ICIC0002527</i>
<i>MICR Code:</i>	<i>190229002</i>
7. The Earnest Money Deposit (Bid Security) may be paid through CDR/FDR/DD in favour of Srinagar Smart City Limited with Bank Account details as stated above or may be submitted through a Bank Guarantee (B.G.), having a validity of 60 days beyond Bid Validity Period of 120 days. The Bank Guarantee shall be pledged to Chief Executive Officer, Srinagar Smart City Limited, Srinagar, and shall be submitted in the format provided in the Request for Proposal (RFP) Document.
8. The bidder is required to quote in the prescribed format provided on e-procurement portal and the selection will be done on Quality cum Cost Basis System (QCBS) with Quality and Cost weightages being in the ratio of 80:20, as described in the RFP.
9. Right to revise or amend this notice and / or the RFP Document, fully or partially, prior to the last date notified for submission of offers or on any subsequent date is reserved by the Client.
10. The Client will not be responsible for any delay in submission of bid due to any reason.
11. The Client reserves the right to accept or reject any or all proposals, cancel the bidding process, at any time prior to the award of contract, without assigning any reason therefor and thereby assumes no responsibility of incurring any liability to the affected applicants.
12. Any information regarding the NIT or RFP can be had from the office of undersigned during office hours.

Sd/-
Chief Engineer
Srinagar Smart City Limited

Copy for information to:

- 1) Divisional Commissioner Kashmir / Chairman, Srinagar Smart City Limited, for kind information.
- 2) Chief Executive Officer, Srinagar Smart City Limited, for kind information.
- 3) Joint Director, Information Department, Srinagar along with abstract of NIT for publication of the same in two leading National / UT / Valley dailies well before last date of downloading of Bid documents on line. The newspapers in which the NIT is published may kindly be made available to this office for reference and record.
- 4) I/C Website, Srinagar Smart City Limited, for uploading the NIT on e-procurement portal.
- 5) File concerned.

SECTION – 2A: INSTRUCTIONS TO BIDDERS (ITB)

A. General Provisions

1. Definitions	<p>The following words and expressions shall have the meanings hereby assigned to them.</p> <ul style="list-style-type: none">(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the bidder.(b) “Applicable Law” means the laws and any other instruments having the force of law in Union Territory of Jammu & Kashmir, India, as they may be issued and in force from time to time.(c) “Authority/Client” means the department that signs the Contract for the Services with the selected bidder.(d) “Consultancy Firm” means a legally-established professional Firm/Agency/Entity/Company that may provide the Services to the Client under the Contract.(e) “Contract” means a legally binding written agreement signed between the Client and the Consultancy Firm and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).(f) “Data Sheet” means an integral part of the Instructions to Bidders (Section 2B of this RFP) that is used to reflect specific country and assignment conditions to supplement the provisions of the Instructions to Bidders.(g) “Day” means a calendar day.(h) “Government” means the Government of India or the Government of Jammu & Kashmir, as the case may be.(i) Instructions to Bidders (ITB) means an integral part of this RFP (Section 2A of this RFP) that provides the Bidders with all information required to prepare and submit their bid proposals.(j) “LOA” means the Letter of Award issued by the Client to show its intention of engaging the Consultancy Firm to provide the required services.(k) “Portal” means e-procurement portal of Government of Jammu and Kashmir, viz; https://jktenders.gov.in(l) “Proposal” means the Technical Proposal and the Financial Proposal of the Bidder or both as appropriate.(m) “QCBS” means Quality cum Cost Based Selection.(n) “RFP” means the Request for Proposals (this document) prepared by the Client for the selection of the Consultancy Firm.
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	<p>(o) “Services” means the work to be performed by the engaged Consultancy Firm pursuant to the Contract.</p> <p>(p) “Terms of Reference (TOR)” means an integral part of this RFP (Section 5 of this RFP) that explains the background information, objectives, scope of work, activities/tasks to be performed along with their timelines.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet issues this RFP and intends to engage a Consultancy Firm as Asset Management & Investment Advisor for the Services as specified in Terms of Reference (Section 5 of this RFP), in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Bidders are invited to submit a Proposal (Both Technical Proposal and a Financial Proposal) for the services required for the assignment named in the Data Sheet. The Proposal will be the basis for selection of the Consultancy Firm and ultimately signing the Contract with the selected Consultancy Firm.</p> <p>2.3 The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal meeting if one is specified under ITB 14.2. Attending any such pre-proposal meeting is optional and is at the Bidder’s expense.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultancy Firm (Bidder) is required to provide professional services strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Bidder has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the selected Bidder or the termination of its Contract.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultancy Firm shall not be hired under the circumstances set forth below:</p> <p>3.3.1 <u>Conflict between Consultancy services and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing Consultancy services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide Consultancy services for the implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the Consultancy services for such implementation.</p> <p>3.3.2 <u>Conflict among various assignments:</u> a Consultancy Firm or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultancy Firm for the same or for another Client.</p> <p>3.3.3 <u>Relationship with the Client’s staff:</u> a Consultancy Firm shall not be eligible for this assignment if it has a close business or family relationship with a professional staff of the Client, or of implementing</p>

	<p>agency, who are directly or indirectly involved in any part of the following activities:</p> <ul style="list-style-type: none"> (i) Preparation of the Terms of Reference for the assignment (ii) Selection process for the Contract (iii) Supervision of the Contract <p>3.3.4 Any other form of conflict of interest other than (3.3.1) through (3.3.3) of this ITB para 3.3.</p>
<p>4. Corrupt and Fraudulent Practices</p>	<p>4.1 It is Client’s policy to require that the selected Bidder observes the highest standard of ethics during the implementation of its assignments. In pursuance of this policy, Client:</p> <ul style="list-style-type: none"> 4.1.1 Will reject the result of evaluation of Proposals if it determines that the successful Bidder has engaged in any corrupt or fraudulent practice in competing for the contract in question. 4.1.2 Will recognize a bidder as ineligible, for a period determined by Client, to be awarded a contract if it at any time determines that the bidder has engaged in any corrupt or fraudulent practice in competing for, or in executing, any another contract. 4.1.3 Will recognize a bidder as ineligible to be awarded a contract if the bidder is debarred by any Government for the period starting from the date of issuance of this Request for Proposals up to the signing of the contract, unless (i) such debarment period does not exceed one year or (ii) three (3) years have passed since such debarment decision. If it is revealed that the selected Bidder was ineligible to be awarded a contract according to above, Client will, in principle, impose sanctions against the selected Bidder. <p>4.2 If the Client determines, based on reasonable evidence that, the bidder has engaged in any corrupt and/or fraudulent practice, the Client may disqualify such bidder after notifying the grounds of such disqualification.</p> <p>4.3 Furthermore, the bidder shall be aware of the provision stated in Clause 1.9 of the Section 6 – General Conditions of Contract under this RFP.</p>
<p>5. Eligibility</p>	<p>5.1 The Bidder(s) shall be a Firm / Agency / Entity / Company incorporated / registered in India under the Companies Act 1956/2013, Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, registered under the Partnership Act of 1932. The bidder is required to submit a Registration Certificate or Certificate of Incorporation, as the case may be.</p> <p>5.2 The Bidder(s) shall submit documentary proof of incorporation/registration in India.</p> <p>5.3 The Bidder(s) must have a valid Permanent Account Number (PAN) and Goods and Service Tax (GST) registration.</p>

	<p>5.4 The Bidder must have at least one office in India which has been operational for the last Five years or more.</p> <p>5.5 The Bidder(s) shall meet the minimum technical eligibility requirements as specified in the Data Sheet.</p> <p>5.6 The Bidder(s) should not be providing any type of consultancy services for any of the Schemes / Projects of the Client.</p> <p>5.7 The Bidder(s) that has (have) been determined to be ineligible by Client in accordance with ITB 4 above, shall not be eligible to be awarded a contract.</p> <p>5.8 If proceedings for suspension or cancellation of registration or for blacklisting or for termination of contract due to poor performance by the Bidder has been started by any Department / Undertaking of Government of any State or UT/ Government of India before the issue date of this RFP and the same is subsisting on the last date of submission of bid, the Bidder cannot participate in bidding process.</p> <p>5.9 Client may disqualify or terminate the Contract at any stage if the Bidder has made untrue and false representation in the forms, statements and attachments submitted in the proof of the qualification requirement and/or have a record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion or financial failure, litigation history, etc.</p>
<p>B. Preparation of Proposals</p>	
<p>6. General Considerations</p>	<p>6.1 This Request for Proposal (RFP) document can be reached, viewed and downloaded from the e-procurement portal www.jktenders.gov.in.</p> <p>6.2 Unless obtained in the manner specified in the RFP, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre – proposal meeting (if any), or addenda to the RFP in accordance with ITB 14.3. In case of any contradiction, documents displayed on the Portal shall prevail.</p> <p>6.3 The Bidder is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p>7. Cost of Preparation of Proposal</p>	<p>7.1 The Bidder has to pay an amount as mentioned in the Data Sheet against cost of Request for Proposal (RFP) document which is non-refundable.</p> <p>7.2 The Cost of Request for Proposal (RFP) document is to be paid in the manner as specified in the Data Sheet.</p> <p>7.3 Non-payment of Cost of Request for Proposal (RFP) document will be treated</p>

	<p>as non-responsiveness and the submitted bid will be summarily rejected.</p> <p>7.4 The Bidder shall bear all other costs associated with the preparation and submission of its Proposal and Contract signing. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.</p>
8. Language of Proposal	<p>8.1 The Proposal, as well as all related correspondence and documents relating to the Proposal exchanged between the Bidder and the Client, shall be written in the language specified in the Data Sheet.</p> <p>8.2 Supporting documents and printed literature that are part of the Proposal may be in any another language provided they are accompanied by an accurate translation of the relevant passages in the Language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern.</p>
9. Only One Proposal	<p>9.1 The Bidder shall submit only one Proposal. If a Bidder, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p>
10. Proposal Validity	<p>10.1 The Data Sheet indicates the period during which the Bidder's Proposal must remain valid after the Proposal submission deadline.</p> <p>10.2 During this period, the Bidder shall maintain its original Proposal without any change including the proposed financial bid.</p>
11. Extension of Validity Period	<p>11.1 The Client will make its best effort to complete the negotiations and Contract signing within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>11.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>11.3 The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
12. Bid Security (Earnest Money Deposit)	<p>12.1 The Bid Security (Earnest Money Deposit) equal to the amount as mentioned in the Data Sheet may be paid in the manner as specified in the Data Sheet.</p> <p>12.2 The Bid Security (Earnest Money Deposit), if submitted through a Bank Guarantee (BG), it shall have a validity as specified in Data Sheet. The Bank Guarantee shall be from any Scheduled Commercial Bank and shall be submitted in the format provided at Form TECH-6 of Section-3.</p> <p>12.3 Non-payment of Bid Security (Earnest Money Deposit) in accordance with Clauses 12.1 or 12.2 above will be treated as non-responsiveness and the submitted bid will be summarily rejected.</p> <p>12.4 The Bid Security (Earnest Money Deposit) of unsuccessful bidders will be</p>

	<p>returned within 30 days after the award of the contract to the successful bidder. The Bid Security (Earnest Money Deposit) of the successful bidder shall be returned after receipt of its Performance Security.</p> <p>12.5 A bidder's Bid Security (Earnest Money Deposit) will be forfeited if the bidder:</p> <ul style="list-style-type: none"> i) Withdraws or amends its/ his bid; ii) Impairs or derogates from the bid in any respect within the period of validity of the bid; iii) Does not accept the correction of his bid price during evaluation; iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.
<p>13. Sub-Contracting</p>	<p>13.1 The selected Bidder shall not subcontract the whole of the Services.</p>
<p>14. Clarification and Amendment of RFP</p>	<p>14.1 Clarification of RFP: The Bidder requiring any clarification of any part of the RFP shall send request for clarification in writing to the Client's address specified in the Data Sheet or send the same through standard electronic means or raise such enquiries during the pre-proposal meeting, if provided for, in accordance with ITB 14.2. The Client shall upload its response on the Portal, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITB 14.3.</p> <p>14.2 Pre-proposal Meeting: In accordance with the schedule of Critical Dates mentioned in the Notice Inviting Tenders (NIT), a Pre-proposal Meeting, as mentioned in the Data Sheet, shall be held. The purpose of the Meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Attending the pre-proposal meeting is at the Bidders' expense. Any modification to the RFP that may become necessary as a result of the pre-proposal meeting shall be made by the Client exclusively through the issue of an addendum pursuant to ITB 14.3. Non-attendance at the pre-proposal conference will not be a cause for disqualification of a Bidder.</p> <p>14.3 Amendment of RFP: At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be uploaded on the Portal and will be binding on all the Bidders. To give the Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the Proposal submission deadline.</p> <p>14.4 The Bidder may submit a modified Proposal substituting the already submitted Proposal at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the Proposal submission deadline.</p>
<p>15. Eligibility of Key Personnel</p>	<p>15.1 For this assignment, the successful bidder is required to engage the Key Personnel as listed at Annexure – A.</p>

	<p>15.2 Each of the Key Personnel must fulfil the Conditions of Eligibility (Qualification & Experience Criteria) as specified therein.</p> <p>15.3 The details of Qualification & Experience of proposed Key Personnel shall be provided by the bidder along with the bid in the format as provided at Form TECH-9 of Section-3</p> <p>15.4 Copy of educational certificates of Key Personnel, supporting the eligibility criteria shall also be provided along with the bid.</p> <p>15.5 The CVs of Key Personnel shall be evaluated during the Technical bid evaluation process and marks will be assigned to each Key Personnel as per the Evaluation Procedure provided at Annexure – B.</p>
<p>16. Preparation of Proposals – General Considerations</p>	<p>16.1 Bidders should login on the Portal and prepare their bids after following the complete procedure of Portal.</p> <p>16.2 Bidders should consider any corrigendum / addendum published on the Portal before submitting their bids.</p> <p>16.3 Bidders should login on the Portal well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. The Client shall not be responsible for any delay in Bid submission due to any reason, whatsoever.</p> <p>16.4 The bid is to be submitted in “Single Stage, Two Cover System” as detailed, here under:</p> <p>16.4.1 In the Cover 1 of online submission, Bidders are required to submit the Technical Proposal as specified in ITB 17, in PDF format. Bidders are also required to submit, in this Cover, the Receipt/Details of payment towards Cost of Tender Document and Receipt/Scanned copy of Bid Security (Earnest Money Deposit) in PDF format.</p> <p>16.4.2 In the Cover 2 of online submission, Bidders are required to submit Financial Proposal in Portal as specified in ITB 18.</p>
<p>17. Technical Proposal Format and Content</p>	<p>17.1 The Cover 1 - Technical Proposal shall comprise of the following:</p> <p>17.1.1 Completed Technical Proposal Forms, in accordance with ITB 17.1.2., which includes Power of Attorney, authorizing the signatory of the Proposal to commit the bid, in accordance with ITB 19.4;</p> <p>17.1.2 The Technical Proposal shall provide the information requested in subparagraphs (17.1.2.1) through (17.1.2.10) below, using the forms provided in Section 3, Technical Proposal Forms. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>17.1.2.1 Form TECH-1: This form entitled “Technical Proposal Submission Form”, once completed, shall be the Technical Proposal Submission Letter.</p> <p>17.1.2.2 Form TECH-2: Power of Attorney for sole bidder shall be on Stamp Paper of Rs. 100/- duly notarized.</p> <p>17.1.2.3 Form TECH-3: Details of Bidder’s organization.</p>

	<p>17.1.2.4 Form TECH-4: Format for Bank Guarantee for Bid Security / EMD, if applicable.</p> <p>17.1.2.5 Form TECH-5: Details of general experience of the Bidder. Information shall be provided only for those assignments for which the Bidder was legally contracted individually as a single firm or, as one of the members of a JV/Consortium. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. The Bidder shall also submit documentary proof for the experience claimed.</p> <p>17.1.2.6 Form TECH-6: Details of specific experience of the Bidder. Information shall be provided only for those assignments for which the Bidder was legally contracted individually as a single firm or, as one of the members of a JV/Consortium. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. The Bidder shall also submit documentary proof for the experience claimed.</p> <p>17.1.2.7 Form TECH-7: Bidder's turnover certified by Statutory Auditor / Chartered Accountant in the format provided.</p> <p>17.1.2.8 Form TECH-8: Affidavit regarding blacklisting/litigation/arbitration shall be submitted on stamp paper of Rs. 100/- duly notarized.</p> <p>17.1.2.9 Form TECH-9: The details of Curriculum Vitae of proposed Experts. This form shall be filled separately for each proposed Expert.</p> <p>17.1.2.10 Forms TECH-10: A description of the approach, and methodology for performing the assignment.</p> <p>17.2 In addition to above, the Technical Proposal Cover shall also include the following:</p> <p>17.2.1 Complete Request for Proposal (RFP) document along with the Addenda / Corrigenda issued by the Client with each page signed by the Bidder / authorized representative of the Bidder.</p> <p>17.2.2 Proof of payment towards Cost of Bid Document; and</p> <p>17.2.3 Copy of instrument of Bid Security (Earnest Money Deposit)</p> <p>17.3 Bidders shall submit their company details, financial details, project experience details in the Standard Forms with relevant documentary proof as specified and the proposals submitted without required documentary proof shall not be evaluated.</p> <p>17.4 The Technical Bids of the Bidders fulfilling the minimum eligibility requirements will be checked for responsiveness.</p> <p>17.5 The Technical Proposal shall not include any financial information. A</p>
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	<p>Technical Proposal containing material financial information shall be declared non-responsive.</p>
<p>18. Financial Proposal</p>	<p>18.1 The Financial Proposal shall be submitted online using the ‘Excel Format’ of BOQ in Cover 2. The form shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>18.2 In the Financial Proposal, the bidder has to quote the percentage rate as its service charges applicable to the transaction/concession amount which the Authority will receive from the concessionaire of each project separately.</p> <p>18.3 The percentage rate as service charges shall be limited to 5%. The Bidders shall quote their rates below 5%. Any bid having the quoted percentage rate above the limit of 5% shall be summarily rejected.</p> <p>18.4 All activities or items described in the Terms of Reference / Technical Proposal are deemed to be included in the prices provided for in the Financial Proposal. The quoted percentage shall be deemed to cover remuneration for all the Professional and Support Personnel (Expatriate and Resident, in the field, office etc.) and overhead expenditure such as travel, accommodation, office space and equipment, printing and stationaries, surveys, etc.</p> <p>18.5 The percentage indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.</p> <p>18.6 The Bidder shall quote the percentage for the stipulated contract period for carrying out the entire work as specified in Terms of Reference and no price adjustment for rise or fall of the prices will be applicable during the stipulated contract period.</p> <p>18.7 <u>Duties, Taxes and Levies:</u></p> <p>18.7.1 All duties, Taxes and levies including GST arising out of the Contract shall be included in the Financial Proposal.</p> <p>18.7.2 The selected Bidder shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract except as specified in the RFP.</p> <p>18.7.3 Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.</p> <p>18.7.4 Taxes and duties paid by the selected Bidder for the work, for which the selected Bidder was not responsible on the day of submission of financial bid will be reimbursed on production of proof of deposit of such claim.</p>

	<p>18.8 <i>Currency of Proposal and Payment:</i></p> <p>18.8.1 The currency of the Financial Proposal shall be Indian National Rupee.</p> <p>18.8.2 Payments under the Contract shall be made in Indian National Rupee.</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>19. Submission of Proposals</p>	<p>19.1 The Bidder shall submit a signed and complete Proposal online on the Portal in accordance with the process specified in ITB 16 and comprising the documents in accordance with ITB 16, ITB 17 and ITB 18.</p> <p>19.2 The documents uploaded should be clearly visible failing which Proposal shall be rejected.</p> <p>19.3 The receipt of cost of Tender document and receipt/original instrument of Bid Security (Earnest Money Deposit) submitted online in Cover 1 shall reach the Client before Bid submission due date. The envelope containing these documents shall bear the submission office address, RFP reference No., the name of the assignment along with the name & address of the Bidder submitting the proposal.</p> <p>19.4 <i>Format and Signing of Proposal:</i> The Proposal shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall be in the form of a Power of Attorney included in the Technical Proposal. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>19.5 <i>Proposal Submission Deadline and Late Proposals:</i> The Proposals must be submitted online as indicated in the Data Sheet no later than the date and the time specified in the Data Sheet, or any extension to this date in accordance with ITB 14.3. The Portal would not allow any late submission of bids after due date and time as per server time.</p> <p>19.6 <i>Substitutions and Modifications:</i> The Bidders may substitute their Proposal on the Portal up to due date and time of submission of Proposals. The Portal would not allow any substitution or modification of bids after due date and time as per server time.</p>
<p>20. Confidentiality</p>	<p>20.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information in accordance with ITB 27.5.</p> <p>20.2 Any attempt by bidders or anyone on behalf of the bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p>

	<p>20.3 Notwithstanding ITB 20.2, from the time of Proposal opening to the time of Contract signing, if any bidder wishes to contact the Client on any matter related to the selection process, it shall do so in writing.</p>
<p>21. Opening of Technical Proposals</p>	<p>21.1 The opening of only Technical Proposals shall be done online by the Client on the date, time and place specified in the Data Sheet.</p> <p>21.2 The Client shall open and record the details of all Proposals received in the presence of designated representatives of the bidders who choose to attend.</p> <p>21.3 The Financial Proposal shall not be opened and shall remain secured until they are opened in accordance with ITB 24.</p>
<p>22. Evaluation of Proposals</p>	<p>22.1 The Client shall constitute a Tender Evaluation Committee (TEC) who shall evaluate the proposals and the decision of Client/TEC shall be final in this regard.</p> <p>22.2 The Bidder is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline.</p> <p>22.3 The Tender Evaluation Committee (TEC) shall comprise of the persons competent for such purpose as its members. The members of such evaluation committee shall conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>22.4 The Evaluation of submitted Proposals will be carried out by TEC on the basis of QCBS System in two stages. In the first stage, a technical evaluation will be carried out as specified in ITB 23 below. Based on the technical evaluation, a list of Technically Qualified Bidders shall be prepared as specified in ITB 23.3. In the second stage, a financial evaluation will be carried out as specified in ITB Error! Reference source not found. Proposals will finally be ranked according to their combined Technical and Financial Scores as specified in Annexure – B. The Highest Ranked Bidder (H1) shall be selected for award of contract (the "Selected Bidder") while the second ranked Bidder (H2) will be kept in reserve.</p> <p>22.5 During evaluation, on the recommendation of TEC, the Client may seek clarification on the Proposal, if required. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.</p> <p>22.6 If a Bidder does not provide clarifications sought under ITB 22.5 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Client.</p> <p>22.7 The Client will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process.</p> <p>22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors or assigns, but</p>

	shall be binding against the Bidder if the Contract is subsequently awarded to it.
23. Evaluation of Technical Proposals	<p>23.1 In accordance to ITB 22.1, the Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.</p> <p>23.2 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposals.</p> <p>23.3 During the technical evaluation, the Client shall prepare a list of technically qualified Bidders as per the procedure as specified in Annexure – B, for opening of their Financial Proposals.</p> <p>23.4 After Technical Evaluation, the Client shall notify to the Bidders who have been determined as technically qualified, in writing, about the date, time and place of public opening of the Financial Proposals. The opening date shall allow the qualified bidders sufficient time to make arrangements for attending the opening.</p> <p>23.5 The Client shall simultaneously notify those Bidders whose Technical Proposals were determined to be non- responsive to the key aspects of the RFP and/or could not technically qualify as per requirements of QCBS System mentioned in this RFP that their Financial Proposals will not be opened.</p> <p>23.6 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the bidders are informed about their responsiveness/non-responsiveness in accordance with ITB 23.4 & ITB 23.5 above.</p>
24. Opening of Financial Proposals	<p>24.1 The Financial Proposals shall be opened by the Client in the presence of the representatives of those bidders (or their representatives) whose proposals have been evaluated as technically qualified and who choose to attend at the place, date and time specified by the Client in the Data Sheet.</p> <p>24.2 At the opening of the Financial Proposal, first, the name of the technically qualified bidders shall be read out. Next, the Financial Proposals shall be opened one at a time, reading out and recording:</p> <p>24.2.1 The name of the technically qualified bidder.</p> <p>24.2.2 The Percentage quoted by the bidder; and</p> <p>24.2.3 Any other details as the Client may consider appropriate.</p>
25. Evaluation of Financial Proposal	<p>25.1 The Tender Evaluation Committee (TEC) shall evaluate the financial proposals of technically qualified bidders as per the procedure as specified in Annexure – B.</p> <p>25.2 Since the Financial Proposal is submitted ONLINE only, hence, there shall be no arithmetical correction due to e-procurement processes.</p> <p>25.3 The TEC will determine whether the Financial Proposals are complete and unconditional.</p>

	<p>25.4 The percentage quoted in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the selected bidder to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the selected bidder.</p>
<p>D. Negotiations and Award</p>	
<p>26. Negotiations</p>	<p>26.1 The negotiations, if felt necessary, with the selected bidder who has been ranked highest (H1) will be held at the date, time and address as informed to the selected bidder by the Client in due course of time.</p> <p>26.2 Selected Bidder's Representatives participating in the negotiations on behalf of the selected bidder must have the written power of attorney to negotiate and conclude the contract on behalf of the selected bidder.</p> <p>26.3 The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the selected bidder under this RFP.</p> <p>26.4 The negotiations will be on the following aspects:</p> <ul style="list-style-type: none"> i) Technical negotiation will include discussions for agreement on TOR, Methodology and Client's inputs, Deployment of Key Personnel, etc. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. ii) Financial negotiation will include agreement on Special Conditions of Contract and other financial aspects, if considered necessary. <p>26.5 The Client will examine the credentials of all other Professional Personnel and those not found suitable shall be replaced by the selected bidder to the satisfaction of the Client.</p> <p>26.6 The negotiations are concluded with a review of the finalized draft Contract Agreement. The Client shall prepare minutes of negotiations that are signed by the Client and the selected bidder's authorized representative.</p> <p>26.7 If the negotiations fail, the Client shall inform the selected bidder in writing of all pending issues and disagreements and provide a final opportunity to the selected bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the selected bidder of the reasons for doing so and shall invite the second ranked bidder (H2) to negotiate a Contract on the rates of H1 bidder.</p> <p>26.8 If both negotiations fail, the Client will reject all the Bids received and invite fresh Bids.</p>
<p>27. Award of Contract & Signing of Contract Agreement</p>	<p>27.1 After successful completion of negotiations as per ITB 26 above, the Client shall issue a Letter of Award to the selected bidder for signing of the Contract Agreement.</p>

	<p>27.2 The selected bidder will be required to submit Performance Security as specified in Section 6 – Conditions of Contract and Contract Forms prior to signing of the Contract.</p> <p>27.3 The selected bidder will be informed about the date, time and place of signing of Final Contract Agreement.</p> <p>27.4 Selected bidder’s Representative signing the Contract Agreement on behalf of the selected bidder must have the written power of attorney to sign and conclude the contract on behalf of the selected bidder.</p> <p>27.5 After signing of Contract Agreement, the Client shall publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified bidders.</p>
<p>28. Miscellaneous</p>	<p>28.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India / laws of J&K and the Courts at Srinagar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.</p> <p>28.2 The Client, in its sole discretion and without incurring any obligation or liability to any of the Bidders, reserves the right, at any time, to:</p> <ul style="list-style-type: none"> (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto; (b) consult with any Bidder in order to receive clarification or further information to support legal aspects; (c) retain any information and/or evidence submitted by, on behalf of and/or in relation to any Bidder; and/or (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder. <p>28.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.</p> <p>28.4 All documents and other information supplied by the Client or submitted by a Bidder shall remain or become, as the case may be, the property of the Client. The Client will not return any submissions made hereunder. The Bidders are required to treat all such documents and information as strictly confidential.</p> <p>28.5 The Client reserves the right to make inquiries with any of the Employers listed by the Bidders in their previous experience record.</p>

SECTION – 2B: DATA SHEET (DS)

A. General	
ITB 2.1	<p>Name of the Client: <i>Srinagar Smaart City Limited represented by its Chief Executive Officer.</i></p> <p>Method of Selection: <i>Quality cum Cost Based Selection (QCBS) having Quality and Cost weightages in the ratio of 80:20</i></p>
ITB 2.2	The name of the Assignment is: <i>Engagement of a Consultancy Firm as Asset Management and Investment Advisor under Srinagar Smart City Limited.</i>
ITB 5.7	<p><i>Minimum technical eligibility requirements:</i></p> <p>(i) The bidder should have a general experience of minimum Ten (10) years in all Transaction Advisory / Financial Consultancy / Other Consultancy Services.</p> <p>The general experience shall be evidenced through a copy of contract agreement/ Employer’s completion certificate/ certificate from company’s Auditor or from a Chartered Accountant, clearly indicating the requirements as sought hereof.</p> <p>(ii) The bidder must have an experience of providing Transaction Advisory Services for at least 3 No. of Infrastructure projects executed on PPP mode or any other form of private participation for Government / private sector / public sector organizations in India during the last Seven years.</p> <p>The above experience shall be evidenced through copies of contract agreements/ Employer’s completion certificates/ certificate from company’s Auditor or from a Chartered Accountant, clearly indicating the requirements as sought hereof.</p> <p>(iii) The bidder should have a minimum Average Annual Turnover of INR 20.00 Cr. from Government Consulting Services during last three financial years 2020-21, 2021-22, and 2022-23.</p> <p>(iv) The bidder should have positive net worth in the previous three financial years 2020-21, 2021-22, and 2022-23.</p> <p>The Financial Capacity should be demonstrated through a Certificate from a Chartered Accountant or the Statutory Auditor.</p>
B. Preparation of Proposals	
ITB 7.1	Cost of Request for Proposal (RFP) Document: <i>INR 5000/- (Rupees Five Thousand Only)</i>

ITB 7.2	<p>The Cost of Request for Proposal (RFP) Document is to be paid through DD/NEFT/RTGS in favour of Chief Executive Officer, Srinagar Smart City Limited, with Bank Account details as under:</p> <p style="text-align: center;"><i>Name of Bank:</i> ICICI Bank Ltd. <i>Branch:</i> Karan Nagar, Srinagar. <i>Bank Account Number</i> 252705001239, <i>IFSC Code:</i> ICIC0002527 <i>MICR Code:</i> 190229002</p>
ITB 8.1	Language of the Proposals: English
ITB 10.1	Validity of Proposal after Last Date of Submission: 120 Days
ITB 12.1	<p>Amount of Bid Security (Earnest Money Deposit): INR 3.00 Lac (Rupees Three Lac Only)</p> <p>The Bid Security (Earnest Money Deposit) is to be paid through CDR/FDR/DD/BG pledged to Chief Executive Officer, Srinagar Smart City Limited, with Bank Account details as stated in ITB 7.2 above.</p>
ITB 12.2	The Bank Guarantee submitted for Bid Security (Earnest Money Deposit) shall have a validity of 60 days beyond Bid Validity Period of 120 days.
ITB 14.1	<p>The Client's address: Chief Executive Officer, Srinagar Smart City Limited, 1st Floor, Budshah Building, Lal Chowk, Srinagar – 190001, UT of J&K.</p> <p>E-Mail Address: tender.sscl@gmail.com</p> <p>J&K Govt. e-Procurement Portal: https://jktenders.gov.in</p> <p>Responses to any request for clarification, if any, will be uploaded on the Jammu & Kashmir Govt. e-Procurement Portal: https://jktenders.gov.in</p>
ITB 14.2	Pre-proposal Meeting: A pre-proposal Meeting will take place at the date as specified in the issued NIT or if extended as notified on the Portal.
C. Submission, Opening and Evaluation of Proposals	
ITB 19.5	<p>Portal address for Proposal submission is: https://jktenders.gov.in/</p> <p>Proposal submission deadline: The Proposal submission deadline is as specified in the issued NIT or if extended as notified on the Portal.</p>
ITB 21.1	The opening of the Technical Proposals shall take place at Client's address specified in ITB 14.1 above and as per the schedule specified in the issued NIT or if extended as notified on the Portal.

ITB 24.1	The opening of the Financial Proposals is expected to take place at <i>Client's address specified in ITB 14.1 above and on the date and time to be intimated separately to the technically qualified bidders.</i>
D. Negotiations and Award	
ITB 27.5	The publication of the contract award information: <i>The requisite information will be published on the Portal: https://jktenders.gov.in within three working days after signing of the Contract Agreement.</i>

ANNEXURE – A**Qualification and Experience of Key Personnel**

S .No.	Position	Educational Qualification	Experience (Post eligible qualification year)
1.	Team Leader	<p><i>Master's Degree in any one of the following disciplines:</i></p> <ul style="list-style-type: none"> • <i>Infrastructure (Planning/Engineering)</i> • <i>Finance</i> 	Minimum 10 years of relevant experience in consultancy and/or advisory assignments in urban infrastructure projects. Should have experience of at least one project of Transaction Advisory nature.
2.	Marketing / Investment Promotion Expert	<ul style="list-style-type: none"> • <i>Post Graduate in Marketing Strategies</i> 	Minimum 7 years of experience in Marketing/Investment Promotions of Real Estate/Infrastructure Projects.
3.	Financial Expert	<i>Should be Post Graduate Diploma/Degree in Finance /Management or CA/MBA</i>	At least 7 years in consultancy and advisory assignments in preparation of business and implementation plan for urban development projects.
4.	Urban Planner	<i>Post Graduate in Infrastructure Planning /Urban & Regional Planning/ Infrastructure or Urban Design</i>	At least 5 years' experience in consultancy and advisory assignments in Infrastructure Planning and Management in urban areas
5.	Contract Specialist	<i>Graduation in Engineering/ Infrastructure/ Contract Management</i>	At least 5 years' experience in public procurement for Central/ State Government.
6.	Legal Expert	<i>LLB</i>	At least 5 years' experience in advising Government/corporates in civil law/ commercial law.

PROCEDURE FOR EVALUATION OF PROPOSALS

1. Stages of Evaluation:

The selection of the Consultancy Firm shall be done on Quality cum Cost Based System with Quality and Cost Weightages being in the ratio of 80:20. The evaluation of Proposals submitted by the Bidders will be carried out in two stages.

In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's capacity in meeting the conditions of eligibility, experience, its understanding of TOR and proposed methodology in accordance with the Technical Score Table as provided at S. No. 3 here. Only those Bidders whose Technical Proposals get a score (S_T) of **70 marks** or more out of 100 shall qualify for further consideration and opening of their financial bid.

However, if the number of such technically qualified Bidders is less than two, the Client may, in its sole discretion, qualify the other Bidder(s) also whose Technical Score (S_T) is less than 70 marks provided that in such an event, the total number of technically qualified Bidders do not exceed two.

In the second stage the Financial Proposals of only those bidders will be evaluated who have been declared technically qualified in the first stage. The lowest Financial Proposal (F_M) will be given a Financial Score (S_F) of 100 marks. The Financial Scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

Where, F = Amount of Financial Proposal under evaluation

2. Combined and Final Evaluation:

Proposals will finally be ranked from highest to the lowest (H1.....Hn) according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S_C = (S_T \times T_W) + (S_F \times F_W)$$

Where, S_C = Combined Score
 S_T = Technical Score
 T_W = Technical Weightage
 S_F = Financial Score
 F_W = Financial Weightage

For the purpose of calculation of S_C , the T_W and F_W shall be 0.80 and 0.20 respectively.

3. Technical Score Table:

The Technical Proposals will be assigned the marks against each parameter as per the Table given below:

Marking Criteria for Technical Score (S_T)

S. No.	Parameter	Weightage/ Score	Max. Score
1	General Consultancy Experience		20
	a) 10 years' of experience in all Consultancy Services	70%	
	b) Between 10 and 15 years' of experience in all Consultancy Services	85%	
	c) Above 15 years' of experience in all Consultancy Services	100%	
2	Experience of assignments of similar nature (The bidder must have an experience of providing Transaction Advisory Services for at least 3 No. of Infrastructure projects executed on PPP mode or any other form of private participation for Government / private sector / public sector organizations in India during the last Seven years).		30
	a) 3 No. of Projects.	70%	
	b) Above 3 No. but up to & including 6 No. of Projects.	85%	
	c) Above 6 No. of Projects.	100%	
3	Competence of Key Personnel		30
	(i) Team Leader		8
	Req. Qualification	30%	
	Req. Experience	70%	
	(ii) Marketing/Investment Promotion Expert		6
	Req. Qualification	30%	
	Req. Experience	70%	
	(iii) Financial Expert		4
	Req. Qualification	30%	
	Req. Experience	70%	
	(iv) Urban Planner		4
	Req. Qualification	30%	
	Req. Experience	70%	
	(v) Contract Specialist		4
	Req. Qualification	30%	
	Req. Experience	70%	
	(vi) Legal Expert		4

S. No.	Parameter	Weightage/ Score	Max. Score
	Req. Qualification	30%	
	Req. Experience	70%	
4	Technical Presentation		20
	a) Details and Learnings from Previous Experiences of same nature of assignments. Implementation Approach & Methodology	50%	
	b) Implementation Approach & Methodology for this assignment	50%	
	TOTAL		100

4. Conclusion:

The Bidder who obtains the highest Combined Score (S_C) shall be the ranked as **H1** and will be the preferred successful bidder. The other bidders will be ranked accordingly in order of their combined scores from highest to lowest (H1.....Hn). The second ranked Bidder (H2) shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder (H1) withdraws or fails to comply with the requirements specified in ITB 26 and/or ITB 27.

In the event two or more proposals have the same Combined Scores (S_C) in the final ranking, the proposal with the higher technical score (S_T) should be ranked highest.

SECTION – 3: TECHNICAL PROPOSAL FORMS

[Notes to Bidder shown in brackets [] throughout Section 3 provide guidance to the Bidder to prepare the Technical Proposal; they should not appear on the Proposal to be submitted]

Form TECH-1: Technical Proposal Submission Form

[On the Letterhead of the Firm]

Date: [insert date of Proposal submission]

To,
The Chief Engineer,
Srinagar Smart City Limited,
1st Floor, Budshah Building, Lal Chowk,
Srinagar – 190001, UT of J&K.

Sub.: Engagement of a Consultancy Firm as Asset Management & Investment Advisor under Srinagar Smart City Limited.

Ref.: NIT No.: [insert Notice Inviting Tender number], dated: [insert date of issuance of NIT]

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services in accordance with your Request for Proposal No.: [insert this RFP number], dated [insert date of RFP].

We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal separately.

We hereby declare that:

- (a) All the information provided, and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in Section 2B, Data Sheet (DS) 10.1.
- (c) We have no conflict of interest in accordance with Section 2A, Instructions to Bidders (ITB) 3.
- (d) We meet the eligibility requirements as stated in ITB 5.

- (e) We confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITB 4.
- (f) We understand that the Client is not bound to accept any Proposal that the Client receives.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corrupt practices.

We remain,

Yours sincerely,

Authorized Signature : *[Insert signature of the person duly authorized to sign the Proposal, in full and initials]*

Name and Title of Signatory : *[Insert full name and title of the person above]*

Name of Bidder : *[Insert name of firm]*

In the capacity of : *[Insert position of the person signing above]*

Contact information : *[Insert mailing address]*
[Insert tel. no. with country and city codes]
[Insert fax no. with country and city codes]
[Insert email address]

[Person signing the Proposal shall have the Power of Attorney given by the Bidder to be included in the Technical Proposal. Refer Format for Attorney enclosed]

Form TECH-2: Format for Power of Attorney (For Sole Bidder)

[On Stamp Paper of Rs. 100/- denomination duly notarized]

Know all men by these presents, We _____do hereby irrevocably constitute, nominate, appoint and authorize, Mr./ Mrs. _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for prequalification and submission of our bid for the RFP for “**Engagement of a Consultancy Firm as Asset Management & Investment Advisor under Srinagar Smart City Limited**” including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ 2024

For _____ (Signature, Name, Title and Address)

Accepted _____ (Signature, Name, Title and Address)

Witnesses:

1.

2.

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

Form TECH-3: Bidder’s Organization and Experience

A - Bidder’s Organization

1	Details of Bidder:
(a)	Name of the Bidder:
(b)	Address:
(c)	Date of incorporation/registration and/or commencement of business:
(d)	PAN:
(e)	GSTIN:
2	Details of Authorized Signatory:
(a)	Name:
(b)	Designation:
(c)	Mobile Number:
(d)	E-Mail Address:

(Signature of the Authorized Person)

Name and Title of the Authorized signatory: _____

[Please include supporting documents including registration, PAN & GST documents of the Bidder]

Form TECH-4: Form of Bank Guarantee for Bid Security / EMD
(Applicable only if the Bid Security is submitted through Bank Guarantee)

To,

**The Chief Executive Officer,
Srinagar Smart City Limited,
1st Floor, Budshah Building, Lal Chowk,
Srinagar – 190001, UT of J&K.**

Dear Sir,

WHEREAS _____ [name and address of the Bidder] intends to submit its Bid in response to your NIT No -----, Dated; -----, for the assignment of [*Insert name of the project*] and,

WHEREAS it has been stipulated by you in the said NIT that the Bidder shall furnish you with a Bank Guarantee, by a Scheduled Commercial Bank having its operational Branch in UT of J&K, for the sum specified there in as '**Bid Security/ Earnest Money Deposit (EMD)**' for the compliance with the conditions of the bidding process.

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee; NOW

THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of INR [amount of guarantee] (*) _____ [in words],

and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] (*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said amount from the Bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed thereunder or of any of the Contract documents which may be made between you and the Bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid up to ----- days from closing Date of Submission of Bids i.e., up to and including the date _____.

Signature and Seal

Name of Bank

Address

Date

Form TECH-5: Bidder's General Experience**Abstract of Assignments (For last 10 years)**

<i>S No</i>	<i>Name of Project/ Assignment</i>	<i>Name of Client</i>	<i>Contract Value (Amount paid to the Bidder)</i>	<i>Status (Ongoing/ Complete)</i>
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
1				
2				
3				
4				
5				

Note: The details on the above projects should be provided in the format below along with supporting document.

[Using the format below, provide information on each assignment for which your firm for this assignment was legally contracted either individually as a single firm or as a lead firm or one of the members of a JV/Consortium, for carrying out services similar to the ones requested under this assignment. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included.]

Assignment name:	Approx. value of the contract (in INR Cr.):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of man-months of the assignment:
Address:	
Start date (month/year):	Completion date (month/year):
Narrative description of Project:	
Description of actual services provided by the firm in the assignment:	

Note: Copy of contract agreement/ Employer's completion certificate/ certificate from company's Auditor or from a Chartered Accountant should be furnished.

Form TECH-6: Bidder's Specific Experience**Abstract of Eligible Assignments (for last 7 years)**

<i>S No</i>	<i>Name of Project/ Assignment</i>	<i>Name of Client</i>	<i>Contract Value (Amount paid to the Bidder)</i>	<i>Status (Ongoing/ Complete)</i>
<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>	<i>(5)</i>
1				
2				
3				
4				
5				

Note: The details on the above projects should be provided in the format below along with supporting document.

[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a single firm or as a lead firm or one of the members of a JV/Consortium, for carrying out services similar to the ones requested under this assignment. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included.]

Assignment name:	Approx. value of the contract (in INR Cr.):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of man-months of the assignment:
Address:	
Start date (month/year):	Completion date (month/year):
Narrative description of Project: <i>(Kindly provide description of similar type of works/items executed and their value.)</i>	
Description of actual services provided by the firm in the assignment:	

Note: Completion Certificate from Principal Employer should be furnished.

Form TECH-7: Bidder's Turnover

Format for Certificate for Annual Turnover:

(To be submitted on the letterhead of Statutory Auditor/ Chartered Accountant)

We have verified the relevant statutory and other records of _____ [*insert name of the firm*] and certify that the annual turnover from consultancy services for the last three completed financial years is as follows:

Name of Bidder					
FY	2020-21	2021-22	2022-23	Total	Average
Annual Turnover (in Rs. Cr.)					
Net Worth (in Rs. Cr.)					

Signature and Seal of the Statutory Auditor/ Chartered Accountant
(clearly indicating membership number)

Date: _____

Place: _____

Note:

1. Along with the above format and information, the Bidders for demonstrating the Financial Capacity shall attach copies of the audited annual reports for 3 (three) years preceding the Proposal Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder;
 - b. be complete, including all notes to the financial statements; and
 - c. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

(Signature of the Authorized Person)

Name and Title of the Authorized signatory: _____

Form TECH-8: Affidavit regarding blacklisting and litigation/arbitration
(To be submitted on a Non-Judicial Stamp Paper of Rs. 100/- duly notarized)

We, (**Name of the Bidder**) having Registered Office at (Insert full postal address), hereby confirm that our company and / or any of our staff member has never been barred by the Central Government / any State Government Department/ any Statutory Authority / Local Authority or any Public-Sector Undertaking, as the case may be, from participating in any Bidding Process.

Further we confirm that we have neither failed to perform any agreement nor have been blacklisted by any Statutory Organization or Government /Local Authority.

We further certify, that we are not involved in any litigation or arbitration proceedings and no such proceedings are pending against us.

Signed and Sealed by

Authorized Representative of Bidder

Form TECH-9: Format of CV for Key Experts

Proposed Position:				
Name of Firm:				
Name of Expert:				
Date of Birth:				
Gender:				
Nationality:				
Education:	Qualification	Name of Institution	Year of obtainment	
Membership in Professional Associations:				
Training & Publications:				
Countries of Work Experience:				
Languages:	Language	Read	Write	Speak
Employment Record:	From	To	Employer	Position Held
Works undertaken by the Expert that best illustrate capability to handle the assigned task				
1. Project Name:				
Name of Client:				
Location of Project:				
Start Date (MM/YY):				
End Date (MM/YY):				
Positions held:				
Main project features:				
Activities performed:				
2. Project Name:				
Name of Client:				
Location of Project:				
Start Date (MM/YY):				
End Date (MM/YY):				

Positions held:
Main project features:
Activities performed:
3. Project Name:
Name of Client:
Location of Project:
Start Date (MM/YY):
End Date (MM/YY):
Positions held:
Main project features:
Activities performed:
4. And so on.....The above details may be provided for additional projects, if applicable.
Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Name of Expert: _____ Signature: _____
Date: _____ Place: _____
Signature of Authorized Signatory of the Firm: _____
Name of Authorized Signatory of the Firm: _____

Form TECH-10: Description of Approach and Methodology for Performing the Assignment

[Technical approach and methodology are key components of the Technical Proposal. It is suggested that the Bidder presents its Technical Proposal divided into the following chapters:

(a) Comments on TOR:

Suggest with justification any modifications or improvements to the scope of work proposed in this RFP for better performance in carrying out the assignment in a timely manner (such as deleting some activity you consider unnecessary, or adding another or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal.

(b) Technical Approach and Methodology:

Please explain your understanding of the objectives of the assignment as outlined in the TOR, the technical Approach and the methodology you would adopt for implementation of the tasks to deliver the expected output(s) and the degree of detail of such output. (Please don't repeat copy of TOR here).

SECTION – 4: FINANCIAL PROPOSAL FORM**Form FIN-1: Financial Proposal***[Not to be submitted with Technical Bid but to be submitted online as Financial Bid]***Tender Inviting Authority: Chief Engineer, Srinagar Smart City Limited, Srinagar****Name of Work: Engagement of a Consultancy Firm as Asset Management & Investment Advisor under Srinagar Smart City Limited.**

Bidder Name:						
<u>PRICE SCHEDULE</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	Percentage Rate for Services to be provided as per Terms of Reference. (Percentage rate to be quoted is limited to 5%) (All-inclusive as per the Terms of Reference)	1.00	Job	100.00	100.00	INR One Hundred Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only			

Notes:

1. The quoted percentage shall be deemed to cover the cost of carrying out all the activities as per Terms of Reference provided in this RFP.
2. The quoted percentage shall be including GST and all taxes and duties, all overhead expenses, profit and all other miscellaneous expenses like equipment, office expenses, accommodation, transportation, insurance, etc. and the bidder shall not be entitled to any other claim on whatsoever account.

SECTION – 5: TERMS OF REFERENCE (TOR)

1) Introduction

Urbanisation is an essential feature of economic development and a major component of industrialisation and modernisation. It is inevitable that people will migrate from rural areas to towns and cities. Cities are centres of growth, innovation and creativity and compete for resources and investment. Srinagar City is no exception which is a vibrant and dynamically growing city. The Srinagar District is having an area of 1979 Sq. Km. and has a population of approx. 12.50 Lac as per 2011 census with a population density of 603 persons per square kilometre. The serviced urban area of the Srinagar City continues to be the largest population centre and is the centre for majority of commercial, industrial and government activities.

The Srinagar Smart City Limited (SSCL) under the Smart City Mission of Government of India envisions to make the city of Srinagar a world class and livable city on a mission mode. In this direction, it aims to bring significant improvements in infrastructure and also adopt high quality service delivery standards for enhancing overall quality of life. SSCL proposes smart solutions in Area Based Development (ABD) and PAN-city Development, providing various smart features and developing smart infrastructure. As part of implementation plan of smart infrastructure, SSCL intends to sell development rights over a piece of land and/or lease out the created assets for monetization. For this purpose, SSCL has floated this RFP to engage a Consultancy Firm who can provide such services which will ensure the accomplishment of these tasks.

2) Objectives

The objective of hiring Consultancy Firm is to procure Asset Management & Investment Advisory Services for preparing the Project Feasibility Report, inter alia including developing the Revenue Models, formulating Request for Proposals (RFPs), providing legal advice and other transaction-related advices including assistance in the bidding process and award of the project to a Concessionaire in a manner which ensures:

- (a) wider participation in the bidding process;
- (b) financing of the Capital and/or O&M cost by the Concessionaire;
- (c) optimizing the revenue potential of the Project; and
- (d) ensuring high standard of service delivery

The Services of the Consultancy Firm are primarily required for various projects under Srinagar Smart City Limited but the engaged Consultancy Firm shall also be required to provide its services to other Govt. Departments with the approval of the Authority (SSCL).

3) Scope of Work

The broader scope of the engaged Consultancy Firm shall be (i) to work out land monetization strategies including sale/auction of development right of various land parcels at different

locations in Srinagar City and (ii) leasing out the Commercial Spaces of created/developed assets for their monetization.

The Scope of the engaged Consultancy Firm may be enumerated as follows but not limited to:

- (a) The Consultancy Firm shall provide services, including estimation of revenues, development of revenue model, preparation of Bid Documents/RFPs, Concession Agreement, etc., assistance in conducting stakeholder consultation, assistance in bid process, assistance in selection of preferred bidder, rendering various advisory services as and when required by Authority during the transaction process, tax-related matters, post transaction support including handholding till the transaction process is fully completed in all respects.
- (b) The Consultancy Firm will be required to undertake site visits as necessary at the beginning of the assignment to get an appreciation of the commercial aspects or revisit the site as may be required for proper understanding and analysis of ground realities at the Project location.
- (c) The Consultancy Firm shall undertake Feasibility/Viability study to prepare Project Feasibility/Viability Report.
- (d) The Consultancy Firm shall carry out the Market Analysis to assess the beneficiary base and demographics of the catchment area.
- (e) The Consultancy Firm shall assess the adequacy of the project in line with regulatory requirements.
- (f) The Consultancy Firm shall conduct SWOT analysis and assessment of the availability of support infrastructure.
- (g) The Consultancy Firm shall carry out an assessment of existing as-built infrastructure and ascertain the extent and scope of augmentation required.
- (h) The Consultancy Firm shall analyze advantages and disadvantages of different transaction options and identify the suitable option for the Project.
- (i) The Consultancy Firm shall develop Operational & Maintenance performance standards for a particular project.
- (j) The Consultancy Firm will be required to undertake market consultation with the prospective bidders to ascertain their key concerns on the project structure and undertake various meetings with the Authority to assess and draft the transaction option for a particular Project.
- (k) The Consultancy Firm shall provide required post-transaction support to the Authority for a period of at least Six (06) months from the date of signing of Concession Agreement with the Concessionaire.
- (l) The Consultancy Firm shall assist the Authority in resolving any issues that may arise during the period from date of signing of Concession Agreement to Appointed Date between the Concessionaire and Authority.
- (m) The Consultancy Firm shall submit a brief contract management plan to the Authority on issues that may arise up to 6 (six) months from date of execution of Concession Agreement with the Concessionaire.

4) Major Activities

The following are the major activities to be carried out by the engaged Consultancy Firm:

i) Study of Land Use Plan/Master Plan for disposal of Development Rights of various Land parcels.

- Collect & assess Land Use Plan and Development Control regulations, Master plans, zonal plans, building bye laws, development regulations, permitted land use and Floor Area Ratio (FAR) at the site, circle rates of land for various use in the area, and assist the authority in carrying out base price for sale of development rights of various land parcels.
- Understand and evaluate existing level and extent of existing services, collect data on existing level and extent of existing services such as water supply, sanitation, electricity supply, sewerage treatment plants, firefighting system, parking requirement and any other data felt necessary along with information technology infrastructure.
- Understand the possible scale of the project based on the land regulations, height restrictions, land use if required, etc.
- Conduct a technical assessment and recommend optimal scheduling for developments of plots.

ii) Preparation and Implementation of Strategical Plan for sale/auction of development right of land parcels.

- Preparing strategical plan and Implementation Strategy – Innovative implementation strategy for the business plan based on financial assessment & specific requirement as spelt out by the Authority.
- Sensitivity Analysis - Identify factors to which the land parcel would be sensitive, estimate range of variation in these factors & analyze the impact of variations on their viability.
- Understand and identify the most suitable development possible at the proposed sites. These could be residential, commercial, healthcare, tourism, recreation, entertainment, etc. among others.
- Ensure energy & environment sustainability, propose energy efficiency solutions, encourage use of renewable energy and meet all environment guidelines,
- Promote use of latest “smart” technology in communication, energy efficiency, safety and disaster management systems, and maintenance and operation of services.
- Maximize the commercial value of the available land parcels

iii) Marketing, Branding and Positioning Strategy

The Consultancy Firm shall prepare a Marketing, Branding and Positioning Strategy on the basis of stakeholder consultation with industry players, potential investors, developers and regulatory authorities. Based on the below mentioned

activities, the Consultancy Firm shall submit a Marketing & Branding Report for each of the Project.

➤ **Market Study and Analysis:**

- Identify various industries/ stakeholders primary and secondary research, to whom the plots and/or the commercial floor spaces can be marketed.
- Generate a database of industries/ stakeholders
- Assess the investment potential, past investment strategy and expected expansion of such industries/ stakeholders.

➤ **Development of Branding and Positioning Strategy:**

- Development of a Branding and Positioning Strategy for the marketing of the plots and commercial floor space. Development of the Brand Architecture and Brand Positioning.

➤ **Development of Marketing Plan:**

- Conducting meetings with all internal and external stakeholders including investors, local industries and regulatory authorities as well as other stakeholders.
- Discuss project details, business model, project structure, etc. regarding the proposed development with investors/stakeholders and the Authority.
- Develop a Marketing Plan based on the inputs from stakeholder consultations. Marketing Plan should clearly define marketing based on competition and customer market.

➤ **Execution of Marketing Plan:**

- Assist the authority in implementation of agreed marketing plans and investor/ developer outreach.
- Support at Investment Events - Assist the authority in organizing and managing events related to promotion/marketing of the land and commercial floor space.
- Review the marketing material - Review designs of branding and marketing materials including inter alia brochures, e-brochures, information booklets, fliers etc.
- Direct Marketing of land parcels to the identified stakeholders. Define land use-specific value propositions and develop pitch documents (including project details & expected benefits to stakeholders) for each identified land parcel. Arrange meetings of relevant/ important stakeholders with the authority officials. Understand the expectations and issues of stakeholders and help the authority in fine tuning its offerings.
- Arrange meetings for the Authority with key decision makers, renowned professional, entrepreneurs, industry leaders, etc. to highlight aspects of projects.
- Online Marketing activities for the land parcels/commercial floor areas to the stakeholders, identified above. Send e-newsletters, e- brochure to all identified stakeholders.

iv) Asset Management & Investment Advisory

- Assist the Authority with Bid Process Management for sale/auction of development right of land parcels and leasing of commercial floor spaces in created assets.
- Prepare & finalize bid documents, Agreements, Transfer Deeds and all other documents incidental and in relation to completion of transfer of development rights.
- Preparation of Model RFP for sale/auction of development right of land parcels and leasing of commercial floor spaces.
- Assist with the Bid process management including formulation of responses to bidder queries, bid evaluation and recommending the successful bidder who is eligible to take up the project.
- Assist the authority with Contract negotiations signing of the Agreement required to be undertaken, for bringing the Bid Process Management to a closure.
- Assist the Authority to carry out the complete procedure from allotment of land to possession.

5) Scope not exhaustive

The scope of services specified herein is not exhaustive and the Consultancy Firm shall undertake such other tasks as may be necessary to provide the best services.

6) Project Team of the Consultancy Firm

6.1 Key Personnel

The Consultancy Firm would be required to form a multi-disciplinary Project Team for this assignment which shall consist of at least the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities. Personnel shall fulfil the conditions of eligibility in respect of qualification & experience, as given in the Table below.

Table: Qualification and Experience of Key Personnel

S.No.	Position	Educational Qualification	Experience (Post eligible qualification year)
1.	Team Leader	<p><i>Master’s Degree in any one of the following disciplines:</i></p> <ul style="list-style-type: none"> • <i>Infrastructure (Planning/Engineering)</i> • <i>Finance</i> 	Minimum 10 years of relevant experience in consultancy and/or advisory assignments in urban infrastructure projects. Should have experience of at least one project of Transaction Advisory nature.

S.No.	Position	Educational Qualification	Experience (Post eligible qualification year)
2.	Marketing Investment Promotion Expert /	<ul style="list-style-type: none"> • <i>Post Graduate in Marketing Strategies</i> 	Minimum 7 years of experience in Marketing/Investment Promotions of Real Estate/Infrastructure Projects.
3.	Financial Expert	<i>Should be Post Graduate Diploma/Degree in Finance /Management or CA/MBA</i>	At least 7 years in consultancy and advisory assignments in preparation of business and implementation plan for urban development projects.
4.	Urban Planner	<i>Post Graduate in Infrastructure Planning /Urban & Regional Planning/ Infrastructure or Urban Design</i>	At least 5 years' experience in consultancy and advisory assignments in Infrastructure Planning and Management in urban areas
5.	Contract Specialist	<i>Graduation in Engineering/ Infrastructure/ Contract Management</i>	At least 5 years' experience in public procurement for Central/ State Government.
6.	Legal Expert	<i>LLB</i>	At least 5 years' experience in advising Government/corporates in civil law/ commercial law.

6.2 Support Staff

In addition to above mentioned Key Personnel, the Consultancy Firm may require to engage support staff who will assist the Key Personnel in their respective assignments. The number, qualification and experience of such support staff shall be decided by the Consultancy Firm so that the Key Personnel are able to complete their assignments well within the timeframe and there are no delays in delivering the assignments on account of inadequacy of the support staff.

6.3 Deployment of Project Team

The Project Team need not to be physically deployed on this assignment in Srinagar but shall be available as and when required by the Authority. The schedule for deployment of Key Team members in Srinagar, their mobilization/ demobilization as per the requirement shall be decided by the Authority in consultation with the Consultancy Firm.

6.4 Approval of Personnel

The Key Personnel listed under Clause 8.1 above are hereby approved by the Authority. No other Key Personnel shall be engaged by the Consultancy Firm for this assignment without prior approval of the Authority.

If the Consultancy Firm hereafter proposes to engage any person as Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at TECH-9 of Section 3 of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultancy Firm may propose an alternative person for Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the Authority.

6.5 Substitution of Key Personnel

All the Key Personnel would need to be available during whole tenure of the contract and the Authority shall not allow substitution of any approved Key Personnel during the implementation period of the Contract as the selection of the Consultancy Firm is based on the evaluation of the Qualification & Experience of Key Personnel and any change therein may change the inter-se position. Substitution may, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity due to health causes or resignation from the company, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The change shall be permissible only when the Consultancy Firm gives an affidavit to this effect.

The Key Personnel who are not found suitable during the course of the agreement shall be replaced by the Consultancy Firm immediately to the satisfaction of the Authority.

6.6 Sub-Consultants

The Consultancy Firm may, with prior written approval of the Client, engage Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultant shall be subject to the same conditions as applicable to Personnel of the Consultancy Firm.

7) Contract Period

The duration for this contract shall be for Three (03) years. The contract period may be extended annually for a further period of three (03) years depending on the satisfactory performance of the Consultancy Firm and at the sole discretion of the Authority. It shall be the responsibility of the Consultancy Firm to provide the Services as per the Agreement. The services of the professional personnel shall be available throughout the contract period.

8) Meetings with the Authorities

The Consultancy Firm requires close interaction with the Authority and other stakeholders, for which purpose periodic meetings shall be held. The Team leader along with the respective Key Personnel(s) shall attend such interactive meetings with the Authority. The Consultancy Firm shall record the minute of such meetings.

The Authority will review the progress of the Consultancy Firm in monthly meetings to be held in Srinagar at SSCL office. Personnel costs of such meetings would be deemed as included in the Financial Proposal.

9) Documents to be made available by the Authority

The Authority shall provide to the Consultancy Firm the necessary information required from the concerned departments, if any. The Authority may direct the Consultancy Firm to coordinate with the concerned department for the collection and/or procurement of necessary information and the Authority will provide all the necessary assistance in obtaining such information.

10) Payment Schedule

The payments shall be made for successful project transaction only and such payments shall be made in instalments according to the payment schedule as provided hereunder.

Table: Payment Schedule

S. No.	Deliverable	Payment
1	At the signing of the Concession Agreement of a Project	10%
2	At the end of 3 months from the date of signing of the Concession Agreement of a Project	50%
3	At the end of 6 months from the date of signing of the Concession Agreement of a Project	40%
	Total	100%

If any of the project transaction fails after signing of the Concession Agreement within six months, the Consultancy Firm shall be entitled to only 25% of its claim for that particular

project. However, if subsequently the transaction services for the same Project is completed successfully, the Consultancy Firm shall be entitled to 100% of its claim. The already paid amount of 25% in first transaction service shall be adjusted while making payment for second transaction services of the same project.

11) Retention Amount

The Authority shall retain 5% from each payment due to the Consultancy Firm to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in the RFP, till the completion of the assignment. Upon the issue of a Certificate of Completion of the assignment by the Authority, the amount retained shall be paid to the Consultancy Firm. The Consultancy Firm may also exercise the option of substituting the retention amount with an “on demand” Bank Guarantee.

12) Penalty

12.1 Penalty for error/variation

In case any error or variation is detected in the reports submitted by the Consultancy Firm and such error or variation is the result of negligence or lack of due diligence on the part of the Consultancy Firm, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultancy Firm by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

12.2 Penalty for delay

In case of delay in completion of Services, penalty not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.

12.3 Penalty for deficiency in Services

In addition to the penalties as mentioned above, warning may be issued to the Consultancy Firm for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including terminating the Contract and/or debaring for a specified period may also be initiated.

13) Proprietary data

All documents and other information provided by the Authority or submitted by the Consultancy Firm to the Authority shall remain and/or become the property of the Authority. The Consultancy Firm shall treat all information as strictly confidential. The Authority will not return any document or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultancy Firm to the Authority in relation to the Services shall be the property of the Authority and shall be treated

as strictly confidential.

Any information, advice, recommendations or other content of any reports, presentations or other communications provided by the Consultancy Firm under this assignment are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's officials, its audit committee, or its statutory auditors and not for disclosure externally outside Authority's organization.

14) Completion of Services

All the study outputs including primary data / historical data shall be compiled, classified and submitted by the Consultancy Firm to the Authority in soft copy. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the explicit permission of the Authority. The Services shall stand completed on completion of all the obligations of the Consultancy Firm under this contract. The Authority shall issue a certificate to that effect. However, the Consultancy Firm is honour bound to clarify queries of any nature even after the completion of the services.

SECTION – 6: GENERAL CONDITIONS OF CONTRACT

(A) Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [*day*] day of the month of [*month*], [*year*], between, on the one hand, [*name of Client*] (hereinafter called the “Client”) and, on the other hand, [*name of Consultancy Firm*] (hereinafter called the “Consultancy Firm”).

WHEREAS

- (a) the Client has requested the Consultancy Firm to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultancy Firm, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (i) This Form of Contract;
 - (ii) The Special Conditions of Contract (SCC);
 - (iii) The General Conditions of Contract (GCC);
 - (iv) The following Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Financial Proposal
 - Appendix C: Technical Proposal
 - Appendix D: Performance Security/ Bank Guarantee

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

- 2. The mutual rights and obligations of the Client and the Consultancy Firm shall be as set forth in the Contract, in particular:
 - (a) the Consultancy Firm shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultancy Firm in accordance with the provisions of the Contract.

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

For and on behalf of [*name of Client*]

[*Authorized Representative of the Client – name, title and signature*]

For and on behalf of [*name of Consultancy Firm*]

[*Authorized Representative of the Consultancy Firm – name and signature*]

(B) General Conditions of Contract (GCC)

1. GENERAL PROVISIONS

1.1. Definitions

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

- a) “Applicable Law” means the laws and any other instruments having the force of law in UT of J&K and/or in India, as the case may be, as they may be issued and in force from time to time.
- b) “Base Date” means the date 28 days prior to the latest date for submission of the Proposal.
- c) “Client” means the authority that signs the Contract for the Services with the Consultancy Firm and as named in the **SCC**.
- d) “Consultancy Firm” means the firm named as Consultancy Firm in the **SCC**.
- e) “Contract” means the legally binding written agreement signed between the Client and the Consultancy Firm and includes all the attached documents listed in paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- f) “Contract Price” means the amount stated in SCC Clause 5.1(a).
- g) “Currency” means Indian National Rupee.
- h) “Day” means calendar day unless indicated otherwise.
- i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC Clause 2.1.
- j) “Experts” means any other professional personnel of the Consultancy Firm assigned by the Consultancy Firm to perform the Services or any part thereof under the Contract.
- k) “GCC” means these General Conditions of Contract.
- l) “Government” means the Government of Jammu & Kashmir or Government of India, as the case may be.
- m) “Party” means the Client or the Consultancy Firm, as the case may be, and “Parties” means both of them.
- n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- o) “Services” means the work to be performed by the Consultancy Firm pursuant to this Contract, as described in Appendix A.
- p) “Third Party” means any person or entity other than the Client or the Consultancy Firm.

1.2. Law Governing Contract

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

1.3. Language

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

1.4. Headings

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

1.5. Communications

1.5.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in **SCC**. Any such communication shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

1.5.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in GCC Clause 1.5.1.

1.6. Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, as the Client may approve.

1.7. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultancy Firm may be taken or executed by the representatives specified in the **SCC**.

1.8. Corrupt and Fraudulent Practices

If the Client determines, based on reasonable evidence, that the Consultancy Firm has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultancy Firm, terminate the Contract and the provisions of GCC Clause 2.9 shall apply as if such termination had been made under GCC Clause 2.9.1. Should any employee/personnel of the Consultancy Firm be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that employee/personnel shall be immediately removed and replaced by a suitable employee/personnel in accordance with GCC Clauses 3.12.3 and 3.12.4.

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

- a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly

or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the Letter of Award or has dealt with matters concerning the Agreement or arising there from, 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) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award 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 Letter of Award 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 disclosure of incomplete facts, in order to influence the Selection Process;
- c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by 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 Bidder’s with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “**Effective Date**”) when this Contract has been signed by the Parties.

2.2. Commencement of Services

With respect to the commencement of the Services, the following shall apply:

- a) The Consultancy Firm shall commence carrying out the Services not later than Seven (07) days from the Effective Date, or as instructed by Client.
- b) The Consultancy Firm shall confirm in writing the date of commencement of the Services before starting to deliver the Services.
- c) In the absence of such confirmation, the Consultancy Firm is deemed to have commenced the services on the last day of the above period of Seven (07) days.

2.3. Termination of Contract for Failure to become effective

If the Consultancy Firm does not commence the Services within one (01) month after the Effective Date, the Client may, by not less than 1 (one) weeks' notice to the Consultancy Firm, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultancy Firm shall be deemed to have accepted such termination. In such an event, the Client shall forfeit the Performance Security or the Bid Security of the Consultancy Firm, as the case may be.

2.4. Expiration of Contract

Unless terminated earlier pursuant to GCC Clause 2.9, this Contract shall unless extended by the Parties by mutual consent, expire at the end of such time period, as specified in the SCC, after the commencement of the Services specified in GCC Clause 2.2.

2.5. Entire Agreement

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

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

2.6. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.7. Force Majeure

2.7.1. Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, (except where such strikes, lockouts or other industrial action are within the power of

the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees/personnel, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, 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 Contract

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 Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3.Measures to be Taken

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 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 case 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 written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) Not later than 30 (thirty) days after the Consultancy Firm has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances

2.8. Suspension

2.8.1.Suspension by Client

- a) The Client may, by written notice of suspension to the Consultancy Firm, suspend, in whole or part, the Services and/or Payments and such suspension shall continue until the Client gives a written permission or instruction to resume the proceedings.

- b) The Client may suspend, in whole or part, the Services and/or Payments if an event shall have happened and be continuing, in which the Consultancy Firm fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension shall:
 - (i) Specify the nature of the failure, and
 - (ii) Request the Consultancy Firm to remedy such failure within a period not exceeding Fourteen (14) days after receipt by the Consultancy Firm of such notice of suspension.

2.9. Termination

This Contract may be terminated by either Party as per provisions set up below:

2.9.1. Termination by Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this GCC Clause 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultancy Firm in case of the events referred to in (a) through (f); and at least fifty-six (56) days' written notice in case of the event referred to in (g):

- a) If the Consultancy Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to GCC Clause 2.8.1(b) within Fourteen (14) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing;
- b) If the Consultancy Firm becomes (or, if the Consultancy Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c) If the Consultancy Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 6;
- d) If the Consultancy Firm submits to the Client a statement that has a material effect on the rights, obligations or interests of the Client;
- e) If any document, information, data or statement submitted by the Consultancy Firm in its Proposals, based on which the Consultancy Firm was considered eligible or successful, is found to be false, incorrect or misleading;
- f) If, as the result of Force Majeure, the Consultancy Firm is unable to fulfil its contractual obligations for a period of not less than fifty-six (56) days; and

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

2.9.2. Termination by Consultancy Firm

The Consultancy Firm may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given if any of the events specified in paragraphs (a) through (d) of this GCC Clause 2.9.2 occurs:

- a) If the Client fails to pay any money due to the Consultancy Firm pursuant to this Contract and not subject to dispute pursuant to GCC Clause 6 within forty-two (42) days after receiving written notice from the Consultancy Firm that such payment is overdue;
- b) If, as the result of Force Majeure, either Party is unable to fulfil its contractual obligations for a period of not less than fifty-six (56) days;
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 6;
- d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) days (or such longer period as the Consultancy Firm may have subsequently approved in writing) following the receipt by the Client of the Consultancy Firm's notice specifying such breach;

2.9.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to GCC Clauses 2.3 or 2.9, or upon expiration of this Contract pursuant to GCC Clause 2.4, 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 GCC Clause 3.3, (iii) the Consultancy Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 3.5, and (iv) any right which a Party may have under the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clauses 2.9.1 or GCC Clause 2.9.2, the Consultancy Firm 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 expenses for this purpose to a minimum. With respect to documents prepared by the Consultancy Firm and materials furnished by the Client, the Consultancy Firm shall proceed as provided respectively by GCC Clauses 3.8 or 3.10 hereof.

2.9.5. Payment upon Termination

Upon termination of this Contract pursuant to GCC Clauses 2.9.1 or GCC Clause 2.9.2, the Client shall make the payment pursuant to GCC Clause 5.2 for Services satisfactorily performed prior to the date of termination, to the Consultancy Firm (after offsetting against these payments any amount that may be due from the Consultancy Firm to the Client)

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in GCC Clause 2.9.1 or in GCC Clause 2.9.2 has occurred, such Party may, within Twenty Eight (28) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in GCC Clause 6, and this Contract shall not be terminated on account of such event unless otherwise settled in accordance with GCC Clause 6.

3. OBLIGATIONS OF THE CONSULTANCY FIRM

3.1. General

3.1.1. Standard of Performance

- a) The Consultancy Firm shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
- b) The Consultancy Firm shall employ and provide such qualified and experienced personnel as are required to carry out the Services.
- c) The Consultancy Firm shall retain full responsibility for the Services.
- d) The scope of services to be performed by the Consultancy Firm is specified in the Terms of Reference provided at Appendix A of this Agreement. The Consultancy Firm shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.2. Law Applicable to Services

The Consultancy Firm shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its employees/personnel, agents, sub-Consultancy Firms comply with the Applicable Law.

3.2. Conflict of Interest

The Consultancy Firm shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1. Consultancy Firm Not to Benefit from Commissions, Discounts, etc.

The payment to the Consultancy Firm pursuant to GCC Clause 5 shall constitute the Consultancy Firm's only payment in connection with this Contract and, subject to GCC Clause 3.2.2, the Consultancy Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder.

3.2.2. Consultancy Firm, and Affiliates Not to Engage in Certain Activities

The Consultancy Firm agrees that, during the term of this Agreement and after up to 1 (one) year from termination, the Consultancy Firm and any entity affiliated with the Consultancy Firm, shall be disqualified from providing goods, works, services, or non-consulting services for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 1 (one) year from the completion of this assignment; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Client in accordance with the rules of the Client.

3.2.3. Prohibition of Conflicting Activities

3.2.3.1 Neither the Consultancy Firm nor any entity / Personnel affiliated with the Consultancy Firm 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; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.3.2 The Consultancy Firm and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice 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 Consultancy Firm, without being liable in any manner whatsoever to the Consultancy Firm, if it determines that the Consultancy Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Client shall

forfeit and appropriate the Performance Security, if any, as mutually agreed 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.

- 3.2.3.3 Without prejudice to the rights of the Client under Clause 3.2.3.2 above and the other rights and remedies which the Client may have under this Agreement, if the Consultancy Firm 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 Consultancy Firm shall not be eligible to participate in any tender or RFP issued during a period of 3 (three) years from the date the Consultancy Firm is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.3.4 For the purposes of Clauses 3.2.3.2 and 3.2.3.3, the Prohibited Practices shall have the meaning as specified under GCC Clause 1.9.

3.3. Confidentiality

The Consultancy Firm, its Personnel of either of them shall not, 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 Consultancy Firm, 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, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultancy Firm is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Client.

Provided that there shall be no restriction where the information is required to be disclosed under Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided further that for any such disclosure, the Consultancy Firm, shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and is shared with the professional advisers, agents, auditors or representatives of the Consultancy Firm or Personnel of either of them, as is reasonable under the circumstances; also provided, that the Consultancy Firm or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such "Confidential Information" confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Insurance to be Taken Out by the Consultancy Firm

The Consultancy Firm shall alone be fully responsible for safety, security and insurance or life insurance of its personnel. The Client shall not be liable for any compensation in case of any fatal injury/death caused to or by any personal of the Consultancy Firm while performing/discharging their duties or otherwise. The Consultancy Firm shall take out and maintain at its own cost, insurance against the risks, and for the coverage specified in the SCC and at Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

The Consultancy Firm shall ensure that such insurances are in place prior to commencing the Services as stated in GCC Clause 2.2. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement. If the Consultancy Firm 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 Consultancy Firm, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultancy Firm, and the Consultancy Firm shall be liable to pay such amounts on demand by the Client.

Except in case of Third Party liabilities, the insurance policies so procured shall mention the Client's name as the beneficiary and the Consultancy Firm shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultancy Firm 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 Consultancy Firm or require an undertaking to that effect.

3.5. Accounting, Inspection and Auditing

The Consultancy Firm (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with standard accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

3.6. Liability of the Consultancy Firm.

- 3.6.1 The Consultancy Firm shall, subject to the limitation specified in SCC be liable to the Authority for any direct loss or damage accrued due to deficiency in Services rendered by it.
- 3.6.2 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultancy Firm or on the part of any person or firm acting on behalf of the Consultancy Firm in carrying out the Services, the Consultancy Firm, with respect to damage caused to the Client, shall not be liable to the Client:
- i. for any indirect or consequential loss or damage; and
 - ii. for any direct loss or damage that exceeds the limit as mentioned in Clause 3.6.1 above.
- 3.6.3 This limitation of liability specified in Clause 3.6.1 shall not affect the Consultancy Firm's liability, if any, for damage to Third Parties caused by the Consultancy Firm or any person or firm acting on behalf of the Consultancy Firm in carrying out the Services.

3.7. Reporting

3.7.1. Reporting Obligations

The Consultancy Firm shall submit to the Client the reports and documents as mentioned in TOR.

3.7.2. Serious Hindrances

The Consultancy Firm shall report to the Client promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Services in accordance with the schedules and to indicate what steps shall be taken to meet the situation.

3.7.3. Accident Reports

Should any accident in relation to safety occur during the concurrency of the Contract, the Consultancy Firm shall assist the Client in preparing and submitting a report on such an accident in a form reasonably requested by the Client.

3.8. Property of the Reports and Records

The Client retains the design rights and other intellectual property rights and copyrights of all documents prepared by the Consultancy Firm under this Contract. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and supporting records or material compiled or prepared by the Consultancy Firm for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultancy Firm shall, not later than upon termination or expiration of this

Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultancy Firm may retain a copy of such documents but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

3.9. Accuracy of Documents

The Consultancy Firm shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of GCC Clause 3.6, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultancy Firm or arises out of its failure to conform to good industry practice. The Consultancy Firm shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

3.10. Equipment and materials if furnished by the Client

Equipment and materials, if made available to the Consultancy Firm by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultancy Firm 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 Consultancy Firm shall, unless otherwise instructed by the Client in writing, insure them in an amount equal to their full replacement value.

3.11. Consultancy Firm's Personnel & Sub-Consultancy Firms

3.12.1. General

The Consultancy Firm shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

3.12.2. Deployment of Personnel

The designations & names of Key Personnel to be deployed by the Consultancy Firm are described in Appendix A of this Agreement. The period of engagement in carrying out the Services by each of the Consultancy Firm's Personnel shall be same as the Contract Period.

3.12.3. Approval of Personnel

The Professional Personnel listed in Appendix A of the Agreement are hereby approved by the Client. No other Professional Personnel shall be engaged by the Consultancy Firm without prior approval of the Client.

If the Consultancy Firm hereafter proposes to engage any person as Professional Personnel, it shall submit to the Client its proposal along with a CV of such

person in the form provided at TECH-9 of Section 3 of the RFP. The Client may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultancy Firm may propose an alternative person for Client's consideration. In the event the Client does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the Client.

3.12.4. Substitution of Key Personnel

The Client expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultancy Firm and the concerned Key Personnel. The change shall be permissible only when the Consultancy Firm gives an affidavit that the Key Personnel is no longer available due to incapacity arising from health causes or resignation from the company. In a permissible case of change, the replacement shall need to be undertaken through equally or better qualified and experienced personnel to the satisfaction of the Authority. Those key personnel not found suitable during the course of agreement shall be replaced by the Consultancy Firm immediately to the satisfaction of the Client.

3.12.5. Team Leader

The person designated as the Team Leader of the Consultancy Firm's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Project Team.

3.12.6. Sub-Consultants

The Consultancy Firm may, with prior written approval of the Client, engage Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultant shall be subject to the same conditions as applicable to Personnel of the Consultancy Firm.

4. OBLIGATIONS OF THE CLIENT

4.1. Assistance and Exemptions

The Client shall use its best efforts to assist the Consultancy Firm with obtaining work permits and such other documents as shall be necessary to enable the Consultancy Firm to perform the Services.

4.2. Access to Project Site

The Client will hand over to the Consultancy Firm, free of charge, unimpeded access to the project site(s) in respect of which access is required for the performance of the Services; provided that if such access shall not be made available to the Consultancy Firm as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultancy Firm as a result thereof.

4.3. Change in the Applicable Law

If, after the Base Date, there is any change in the Applicable Law, including the law with respect to taxes and duties, which increases or decreases the cost incurred by the Consultancy Firm in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in GCC Clause 5.1(a), then the payments to the Consultancy Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract Price specified in GCC Clause 5.1(a). If the Consultancy Firm has been delayed or impeded in the performance of any of its obligations under the Contract because of any change in the Applicable Law, the contract term shall be extended, as may be appropriate, for the performance of Services.

4.4. Payment Obligation

In consideration of the Services performed by the Consultancy Firm under this Contract, the Client shall make such payments to the Consultancy Firm for the deliverables specified in Appendix A, and in such manner as is provided by GCC Clause 5 below.

5. PAYMENTS TO THE CONSULTANCY FIRM

5.1. Contract Price

- a) The Contract price is fixed and is set forth in the SCC.
- b) Any change to the Contract price specified in GCC Clause 5.1.(a) above can be made if (i) the Parties have agreed to the revised scope of Services pursuant to GCC Clause 2.6 and have amended in writing the Terms of Reference in Appendix A and (ii) if there are any changes pursuant to GCC Clause 4.2 and/or GCC Clause 4.3.

5.2. Mode of Payments

- a) All payments shall be based on the approved Financial Proposal of the Consultancy Firm.
- b) The payments shall be made for successful project transaction only and such payments shall be made in instalments according to the payment schedule as provided hereunder.

Table: Payment Schedule

S. No.	Deliverable	Payment
1	At the signing of the Concession Agreement of a Project	10%
2	At the end of 3 months from the date of signing of the Concession Agreement of a Project	50%
3	At the end of 6 months from the date of signing of the Concession Agreement of a Project	40%
	Total	100%

- c) The payments shall be deemed to cover all the costs that may be incurred by the Consultancy Firm in providing the Services to the Client.

5.3. Duties, Taxes and Levies

The Consultancy Firm is responsible for meeting all liabilities with respect to GST, duties, taxes and levies arising out of the Contract.

5.4. Currency of Payment

Any payment under this Contract shall be made in Indian National Rupee.

5.5. Terms and Conditions of Payment

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

- a) As soon as practicable, as per payment schedule under GCC Clause 5.2 (b), the Consultancy Firm shall submit to the Client, in duplicate, the invoices of the amounts payable for that stage of payment.
- b) The Client shall pay the Consultancy Firm within twenty eight (28) days after the receipt of the invoice for the related instalment payment.
- c) All payments under this Contract shall be made to the accounts of the Consultancy Firm specified in the **SCC**.
- d) If any of the project transaction fails after signing of the Concession Agreement within six months, the Consultancy Firm shall be entitled to only 25% of its claim for that particular project. However, if subsequently the transaction services for the same Project is completed successfully, the Consultancy Firm shall be entitled to 100% of its claim. The already paid amount of 25% in first transaction service shall be adjusted while making payment for second transaction services of the same project.

5.6. Retention Amount

The Client shall retain 5% from each payment due to the Consultancy Firm to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in GCC Clause 5.8, till the completion of the assignment. Upon the issue of a Certificate of Completion of the assignment by the Client, the amount retained shall be paid to the Consultancy Firm. The Consultancy Firm may also exercise the option of substituting the retention amount with an “on demand” Bank Guarantee.

5.7. Performance Security

- a) For the purposes of this Contract, Consultancy Firm shall submit performance security (the “Performance Security”) as specified in **SCC**. The Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Commercial Bank having operational branch in UT of

J&K. The Bank Guarantee shall have validity up to three months beyond the stipulated Contract Period. The Consultancy Firm shall furnish the Bank Guarantee substantially in the form specified at Appendix D of this Contract.

- b) The Performance Security shall be returned to the Consultancy Firm at the end of 3 (three) month after expiration of Contract, subject to appropriation against liquidated damages as per GCC Clause 5.8 below

5.8. Liquidated Damages

The Consultancy Firm shall perform the Services in accordance with the desired degree of accuracy and as per the timelines specified in the Terms of Reference, Appendix A. In case of any error or delay in Services, liquidated damages as specified hereunder will be applicable.

5.8.1. Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultancy Firm and such error or variation is the result of negligence or lack of due diligence on the part of the Consultancy Firm, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultancy Firm by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

5.8.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultancy Firm, suitable extension of time shall be granted.

5.8.3. Encashment and appropriation of Performance Security and Retention Amount.

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security and Retention Amount, in whole or in part, without notice to the Consultancy Firm in the event of breach of this Agreement or for recovery of any penalty as may be applicable in terms of this Contract. For the avoidance of doubt, the parties hereto expressly agree that in the event of any default requiring the appropriation of any amounts comprising the Performance Security and/or the Retention Amount, the Client may make deductions from any subsequent payments due and payable to the Consultancy Firm hereunder, as if it is appropriating the Performance Security and/or Retention Amount in accordance with the provisions of this Contract.

5.9. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in GCC Clause 5.8, warning may be issued to the Consultancy Firm for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including terminating the Contract and/or debarring for a specified period may also be initiated.

6. SETTLEMENT OF DISPUTES

6.1. Fairness and Good Faith

1.1.1 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.

1.1.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the currency of the Contract, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 6.1.2 shall not give rise to a dispute which warrants arbitration proceeding in accordance with GCC Clause 6.3 hereof.

6.2. Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutual consultation. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the procedure set forth hereunder.

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, for amicable settlement.

For any dispute arising out of this Agreement, the affected Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within

fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, GCC Clause 6.3 shall apply.

6.3. Arbitration

- (a) Any Dispute which is not resolved amicably by conciliation, as provided in GCC Clause 6.2 above, shall be finally decided by reference to arbitration as provided herein. For the purpose of arbitration, a **Sole Arbitrator**, as defined in Para (e) of this Clause below, shall be appointed. The venue of such arbitration shall be Srinagar, UT of J&K, and the language of arbitration proceedings shall be English.
- (b) The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 6.3 shall be final and binding on the Parties as from the date it is made, and the Consultancy Firm and the Authority agree and undertake to carry out such Award without delay.
- (c) This Agreement and the rights and obligations of the Consultancy Firm and the Authority shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- (d) The Consultancy Firm and the Authority agree that any mutual dispute regarding the terms of this Agreement shall be decided through Arbitration, as per the following terms, if not resolved amicably through conciliation in accordance with Clause 6.2.
- (e) Failing amicable settlement by mutual consent, the disputes or differences or claims, shall be finally settled through arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party, and the third, who shall act as ‘Presiding Arbitrator, to be appointed by two Arbitrators appointed by the Parties. If two appointed Arbitrators fail to agree on the third Arbitrator within thirty (30) days from the date of their appointment, the appointment of the said third Arbitrator shall be made in accordance with Section 11 of the Arbitration and Conciliation Act 1996. The arbitration shall be invoked by one Party issuing, to the other Party, a notice in writing invoking the arbitration and appointing an Arbitrator. Upon receipt of such notice, the other Party shall appoint the second Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator who shall act as the ‘Presiding Arbitrator’. If the other party fails to appoint a second Arbitrator within thirty (30) days from the receipt of the request to do so, then the aggrieved Party shall approach the High Court for the appointment of the Arbitrator in terms of sub-section (4) of Section 11 of the Arbitration and Conciliation Act 1996. The seat of proceedings of arbitration shall be UT of J&K and arbitration

shall be conducted in English language.

- (f) All costs relating to the arbitration proceedings, shall be borne equally by both the Consultancy Firm and the Authority.
- (g) It is agreed between the Parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment. And it is further agreed that the Consultancy Firm and the Authority should cooperate in completing the arbitration process and the broader dispute resolution within 6 (Six) months or at most with an extension, on mutual consent, of another 6 (Six) months.
- (h) The arbitrator shall record, in writing, the arguments of the Consultancy Firm and the Authority on each of the points of dispute and pass a reasoned and speaking order thereon.
- (i) Subject to the award of the arbitral tribunal, neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Party of its respective obligations under this Agreement. Subject to any award of the arbitration tribunal, the pendency of a dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.
- (j) The Contract has been entered into at Srinagar and its validity, construction, interpretation & legal effects shall be subject to the exclusive jurisdiction of the courts of Srinagar, UT of J&K. No other jurisdiction shall be applicable.
- (k) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

(C) **Special Conditions of Contract (SCC)**

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
1.1(c) & 1.5.1	Client's Name and Address: <i>Attention: Chief Executive Officer, Mailing Address: Srinagar Smart City Limited 1st Floor, Budshah Building, Lal Chowk, Srinagar – 190001, J&K</i>
1.1(d) & 1.5.1	Consultancy Firm's Name and Address: [<i>insert Consultancy Firm's name, Mailing address, Email address and telephone number</i>]
1.3	The Contract shall be executed in <i>English</i> .
1.5.1	The language for communication shall be <i>English</i> .
1.8	The Authorized Representatives are: For the Client : Chief Executive Officer For the Consultancy Firm : [<i>insert name of Authorized Representative of Consultancy Firm</i>]
2.4	The time period for this assignment shall be Three (03) years extendable annually to further period of Three (03) years.
3.4	The risks and the coverage shall include but not be limited to the following: (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 10 (Ten) Lac per occurrence without limit to occurrences; (b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultancy Firm and of any Sub-Consultant, in accordance with Applicable Laws; and (c) Professional liability insurance for an amount not less than the accepted Contract Price.
3.6.1	The ceiling on Consultancy Firm's liability shall be limited to the product of 1.0 multiplied by the accepted Contract Price.
5.1 a)	The Contract Price for this assignment is: [<i>insert the Contract Price as mentioned in LOA</i>]
5.5 d)	The accounts are [<i>insert account details of the Consultancy Firm</i>].
5.7 a)	Performance Security shall be of an amount equal to INR 5.00 Lac (Rupees Five Lac only).

Appendix: D

FORM OF PERFORMANCE BANK GUARANTEE

(To be issued by a Scheduled Commercial Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Chief Executive Officer, Srinagar Smart City Limited, having its office at 1st Floor, Budshah Building, Lal Chowk, Srinagar, Jammu & Kashmir, India (hereinafter called “the Beneficiary” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s ____ a company/ firm formed under ____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process, awarded the Consultancy Contract in accordance with the letter of award No. _____ dated _____ issued by the Chief Executive Officer, Srinagar Smart City Limited, and selected M/s _____ (hereinafter referred to as the Consultancy Firm) for the Agreement. The Client requires the Consultancy Firm to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. ____/- (Rupees ____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the selected Consultancy Firm approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Consultancy Firm shall carry out the Services, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under.
2. We, the Guarantor, shall, without demur, pay to the Beneficiary, (Chief Executive Officer, Srinagar Smart City Limited) an amount not exceeding INR _____ (Rupees ____ only) within 7 (seven) days of receipt of a written demand therefore from Chief Executive Officer, Srinagar Smart City Limited, stating that the selected Consultancy Firm has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the selected Consultancy Firm or any other person and irrespective of whether the claim of the Chief Executive Officer, Srinagar Smart City Limited, is disputed by the Consultancy Firm or not.

4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, by the Chief Executive Officer, Srinagar Smart City Limited, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Chief Executive Officer, Srinagar Smart City Limited, prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the money payable under this Guarantee by the Guarantor to Chief Executive Officer, Srinagar Smart City Limited.

5. In order to give effect to this Guarantee, Chief Executive Officer, Srinagar Smart City Limited, shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Chief Executive Officer, Srinagar Smart City Limited, or by the extension of time of performance granted to the Consultancy Firm or any postponement for any time of the power exercisable by Chief Executive Officer, Srinagar Smart City Limited, against the Consultancy Firm or forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Chief Executive Officer, Srinagar Smart City Limited, or any indulgence by Chief Executive Officer, Srinagar Smart City Limited, to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorized Signatory _____ Bank