



# MAHARASHTRA CRICKET ASSOCIATION

(Affiliated to The Board of Control for Cricket in India 10-1-37)  
(Registered Under Societies Reg. Act, 1860) (Maharashtra 565/Pune)  
(Registered Under Bombay Public Trust Act, 1950 Reg. No. F-1042/Pune)

(Estd. 1934)

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Ref No: MHCA/TENDER/2024-25/07

Date: 10 August 2024

## MAHARASHTRA CRICKET ASSOCIATION

### REQUEST FOR PROPOSAL FOR

**ENGAGEMENT OF TRANSACTION ADVISOR FOR PROVIDING  
CONSULTANCY SERVICES RELATED TO EXPANSION OF NORTH  
STAND AND DEVELOPMENT AND OPERATION OF MCA CLUB HOUSE &  
HOTEL ON PPP MODEL AT ITS EXISTING MCA INTERNATIONAL  
CRICKET STADIUM, AT GAHUNJE, PUNE**

## Disclaimer

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

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

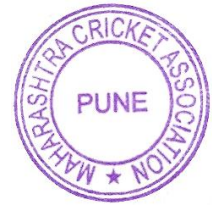
The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Department is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the

Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

**For Maharashtra Cricket Association**



**Adv. Kamlesh Pisal**  
**Hon. Secretary**

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## 1 Introduction

The Maharashtra Cricket Association (MCA) registered under the Societies Registration Act 1860 and Maharashtra Public Trusts Act 1950 is the governing body of the Cricket activities in Maharashtra. It is affiliated to the Board of Control for Cricket in India. It has its own International Cricket Stadium located at Gahunje, Pune. The MCA intends to develop this stadium further along with an MCA Club House & Hotel under suitable structure of PPP through a technically qualified and financially capable Developer. In view of this, MCA intends to invite online bids from the Panel of 12 pre-qualified Transaction Advisors Empaneled by the Department of Economic Affairs, Ministry of Finance, Government of India in the prescribed Tender Document under two packet systems helping the Authority for carrying out feasibility study, bid process for selection of technically qualified and financially capable Developer and providing PMC services **for Expansion of of North Stand and Development and Operations of MCA Club House & Hotel on PPP model, at MCA Stadium at Gahunje, Pune**. Accordingly, this RFP is being issued to the selected list of Empaneled agencies only. The estimated cost of the project shall be finalized after the approval of the DPR by the Appointed Consultant.

## 2 Letter to the Transaction Advisors inviting proposals

**Name of work:** Engagement of Transaction Advisor (“**Consultant**”) for carrying out feasibility study and bid process for selection of technically qualified and financially capable Developer for Expansion of North Stand and Development and Operations of MCA Club House & Hotel on PPP model and providing PMC services at MCA Stadium at Gahunje, Pune (“**Consultancy Services**”).

### **Maharashtra Cricket Association (MCA)**

At Post: Gahunje, Tal Maval,  
Dist. Pune, Pin Code 412 101

Dear Sir(s),

For and on behalf of the Maharashtra Cricket Association (MCA) online bids in the prescribed Tender Document are invited from interested, eligible bidders (Empaneled with DEA, MoF GoI) to act as Consultant for Consultancy Services.

The Contract will be for a period of 36 **Months** from the date of acceptance letter of MCA, further mutually extendable by 12 **Months** on the same terms and conditions.

The Tender Document and other detailed terms & conditions are available on the Maharashtra Cricket Association (MCA).

### **Critical Dates Section:**

Bid uploading/circulation Date & Time (IST)	10.08.2024
Last Date of submitting Queries	18.08.2024
Pre-Bid Meeting	19.08.2024
Bid Due Date (last day for submission of bid)	27.08.2024
Technical Bid opening	27.08.2024
Date & Time For Technical Presentation	Will be intimated later

The last date for submission of the Bids is 27.08.2024 1530 Hrs. The Technical Proposal will be opened on the same day at 1600 hrs in the presence of bidders or their representatives who wish to be present. Presentation for the Technical Bids will be intimated by the Authority to all those whose proposals have been found responsive.

Bids will remain open for acceptance up to and inclusive of One Hundred and Twenty (120) days from the date of Submission of the Bid. The Maharashtra Cricket Association may, at its discretion, extend this date by 30 days and such extension shall be binding on the

Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day. Non-refundable Tender fee of **Rs.11,800/-** including GST @ 18% (non-refundable). can be made in cash or by bank transfer to the following bank account before submitting tender:

Beneficiary's name: Maharashtra Cricket Association Bank name:  
Bank of Maharashtra Branch: Deccan Gymkhana  
Savings A/C no.: 60010718910  
RTGS/IFSC Code: MAHB0000003  
GST no.: 27AAATM2192D1ZS

**EMD of Rs 5,00,000/- (Rupees Five Lakh) only will be made in cash or DD or bank transfer to the account as mentioned above.**

The EMD of unsuccessful bidder will be returned to the respective bidders after 3 months of successful award of contract to successful bidder.

Maharashtra Cricket Association (MCA) reserves the right to cancel the tender enquiry at any stage without assigning any reason.

**-sd-**

.....  
**MCA**

## **Annexure 1: General Terms of Reference (TOR)**

### **1. General**

- 1.1. Ensuring adequate and quality infrastructure is a pre-requisite for rapid and sustained economic growth. Public Private Partnerships (PPPs) are critical for meeting the infrastructure investment targets as they not only harness private capital in creation and maintenance of infrastructure but also introduce greater efficiencies in construction, operation, and maintenance, and enhance the standards of delivery of infrastructure services
- 1.2. PPP is an ever-evolving process where the relationship between the public and private sectors alters from time to time. The recent years have witnessed new PPP models of project implementation which help governments in meeting the ever-growing needs of quality infrastructure. However, there are a number of legal, social, economic, political and administrative issues that have a bearing on the success of a PPP. The prime responsibility to address these issues lies with the government. Private participation in infrastructure development requires governments to create an enabling eco- system involving support through proactive planning, policy formulation and regulatory measures
- 1.3. The Maharashtra Cricket Association wishes to on- board a transaction advisor who will carry out the feasibility study and entire bid process including preparation of transaction documents till on boarding of concessionaire and PMC services during the construction period.
- 1.4. The MCA, for the above purposes, seeks services of a Consultant to achieve the aforementioned objectives:

### **2. General Terms of Reference**

- 2.1. The General Terms of Reference (the "General TOR) and the scope of Consultant for Consultancy Services are specified below:

### **3. Scope of Services**

- 3.1. The scope of services shall include:

Transaction Advisory for carrying out feasibility study and bid process for selection of technically qualified and financially capable Developer for Expansion of of North Stand and Development and Operations of MCA Club House & Hotel on PPP model, at MCA Stadium at Gahunje, Pune and providing PMC services during construction phase.

#### **3.1.1. Providing services for Preparation of Conceptual / Architectural Feasibility Report**

- a) Delineation of assignment data requirements
- b) Develop preliminary assignment methodology and work plan.
- c) Secondary Data collection, field verification and records documentation.
- d) Preliminary Site evaluation, analysis and impact of existing and / or proposed Development on its immediate environs excluding revenue survey and data



- e) Establish relevant local authority/counterpart's particular requirements related to the project.
- f) Situation analysis, assessment and establishing the existing conditions. i.e. reference line
- g) Establish project bottlenecks i.e. (risks and challenges), constraints and mitigation measures.
- h) Develop detailed assignment methodology and work plan.
- i) Develop conceptual design criteria and performance standards.
- j) Define overall project requirements and shape proposed project interventions.
- k) Formulate alternative engineering solutions for the project.
- l) Screening of the formulated alternative engineering solutions.
- m) Develop conceptual engineering designs for the alternative engineering solutions including conceptual cost estimates.
- n) Establish final overall conceptual cost estimates.
- o) Evaluation of alternatives.
- p) Select optimum engineering project concept.
- q) Finalize the final conceptual project cost estimate.
- r) Liaise with relevant counter parts/local authorities and act on behalf of the MCA in all required aspects including issue of formal letters, obtaining approvals and so forth.

### **3.1.2. Providing services for Financial Feasibility of the Project**

- a) Preparation of Financial Analytical Report based on the data provided by MCA
- b) Project Financial Viability & Sustainability through (Net Present Value) NPV and (Internal Rate of Return) IRR.
- c) Calculation of the Project cash flow for the project period including various financial scenarios
- d) Unit cost of service and unit price (existing year and future revenue forecast)

### **3.1.3. Providing Technical Transaction Advisory and Bid Process Management for Project and Legal Assistance**

- a) Act as Transaction advisor and undertake study to a standard that will enable the project to obtain necessary decision to execute the PPP agreement or by spending MCA own funds or loan funds or Government Grants. In case MCA decides (at its sole discretion to) implement the project by availing loan funds or Government grant, then to arrange the loan at the best market rates and wherever any Central or State Government grants is available then to liaise with the respective authorities for sanction and disbursement of such grant.
- b) Project financial structuring, cash flows of project, alternative assessment for procurement method, project execution.
- c) The revenue model for the Project for the sector (including underlying assumptions) forecast growth of customer/ user groups over the next 20 years.
- d) Unit cost of service and unit price (existing year and forecast for next 20 years)
- e) Outline plan to restructure revenue streams to any or all categories of user groups to comply with Authority's requirement (institution of full cost recovery user

- charges) In this regard, cross-subsidization requirements/ strategy if applicable are to be explicitly specified and addressed.
- f) Project Financial Viability & Sustainability through (Net Present Value) NPV and (Internal Rate of Return) IRR including
  - g) Review of options for Institutional debt, owners cost of capital, grants and/or Private sector participation.
  - h) Interaction with the market, or conduct of formal market soundings, to confirm decisions on scope, timing and packaging of the transaction;
  - i) Preparation of bid documents including but not limited to the Terms of References and the Contract for Services and draft Agreements;
  - j) Preparation of supporting information to assist bidders in preparation of their bid, and where relevant creation of a data base and management of access to the data base;
  - k) Assist the Authority in evaluating and pre-qualifying contractors and developing the short-list of qualified contractors.
  - l) Assist the Authority in developing Invitation to Bid (ITB) advertisements.
  - m) Assist the Authority in developing Invitation to Bid (ITB) letter.
  - n) Attend pre -bid site meeting/conference, respond to queries, issue bid addenda, clarify bid documents etc.
  - o) Support to communication with the bidders and interaction with the bidders, including managing and responding to requests for clarification;
  - p) The thorough evaluation of received bids both technically and financially
  - q) Assistance in negotiation with one or more parties prior to contract award;
  - r) Assist the Authority in the issue of all correspondences including clarifications, letters of Intent (LoI), letters of appointment, notice to proceed (NTP), etc.
  - s) Prepare all required evaluation, clarifications, addenda, etc. reports.
  - t) Management of other advisory inputs, and overall management of the transaction team, to ensure a successful conclusion.

**3.1.4. Functioning as Project Management Consultant (PMC) & Technical Auditor for EPC / DBO / MCA Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'MCA' during execution period**

- a) Check the progress of the work as per the approved plans & drawings
- b) Review and approve contractor's construction schedule.
- c) Review and approve contractor's detailed designs and erection drawings.
- d) Review Detailed project report, drawing maps, surveys, General arrangement drawings and Detailed cost estimates
- e) Review project management and related procedures.
- f) Review quality assurance plans and related procedures.
- g) Review quality control and related procedures.
- h) Undertake progress control and related procedures.
- i) Review and approve as-built drawings.
- j) Act on behalf of MCA on all project related matters.
- k) Develop recommendations for measures prudent for action.
- l) Progress reporting.
- m) Manage Contractor's Work Substantial Completion-employer Provisional Handing Over.

- n) Contract Administration / Commercial Operation Date
- o) Coordination between MCA and other appointed agencies for the project
- p) Assisting MCA in resolving issues related to the services of other appointed agencies for the project
- q) Providing support to MCA in Procurement for other appointed agencies for the project
- r) Vetting of all reports submitted by the contractor /PMC
- s) Checking for and coordinating with respective statutory authorities for regulatory compliance

**The above services are indicative, and Authority can assign specific or request other services as part of this work from time to time. Authority may assign to the selected Consultant a proportionate fee based on unit costs provided in the relevant annexure and on mutually agreed basis.**

### **3.1.5. Photography, Video Shoot & Animation**

- a) Virtual Realty Videos
- b) Walk Through and Documentary Videos with Voiceover
- c) Conceptualization and Art Work

## **4. Deliverables**

The Consultant shall be required to deliver 1 hard cop + soft copy of all reports / designs / drawings / estimates etc.

### **A. Providing services for Preparation of Conceptual / Architectural Feasibility Report**

- Draft Conceptual / Architectural and Financial Feasibility Report
- Final Conceptual / Architectural and Financial Feasibility Report

### **B. Providing services for Financial Feasibility of the Project**

- Draft Report
- Final Report

### **C. For Technical Transaction Advisory and Bid Process Management for Infrastructure Projects including PPP Projects and alternate revenue source along with Financial and Legal Assistance**

- Draft bid documents
- Final bid documents

### **D. Functioning as Project Management Consultant (PMC) & Technical Auditor for EPC / DBO / MCA Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'MCA' during execution period**

- Monthly Progress Report

#### **E. Photography, Video Shoot & Animation**

- Virtual Realty Videos
- Walk Through and Documentary Videos with Voiceover
- Conceptualization and Art Work
- Physical Model

#### **5. Eligibility Criteria for the Project**

5.1. For consideration of proposal's evaluation, the Applicant must necessarily satisfy the following Eligibility Conditions.

5.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Technical & Financial Criteria:

<b>Sr. No.</b>	<b>Minimum Qualification Criteria</b>	<b>Documentary Evidence to be Provided</b>
A	The Consultant shall be a sole entity incorporated under the Indian Companies Act 1956 / 2013 or an LLP as per applicable act and should submit registration / incorporation under the governing legislation having majority shareholders / partners as Indian Citizen.	True copy of its Incorporation Certificate / Certificate of Registration
B	The Consultant must have a valid Goods & Service Tax registration in India if applicable.	True copy of Goods & Service Tax registration Certificate
C	The Consultant shall have valid ISO-9001-2015 Certification on the date of submission of the bids.	True copy of valid ISO Certificate
D	The Consultant should have a minimum annual average turnover of Rs. 50 Crore in the last three financial years (2020-21, 2021-22 & 2022-23)	Certificate signed by Statutory Auditor or any other relevant document
E	The Consultant should be a profit-making company in all the last five financial years.	Certificate signed by Statutory Auditor or any other relevant document
F	The Consultant should have a minimum Net worth of Rs. 5 Cr. as on 31 <sup>st</sup> March 2023. The bidder shall upload copies of financial documents (Audited balance sheets) for last five financial years (2018-19, 2019-20, 2020-21, 2021-22 & 2022-23).	Certificate signed by Statutory Auditor or any other relevant document
G	The Consultant should have been in existence in India for last ten years as consultant to Government / Semi Government bodies.	Work Orders / Contracts / Lol / LoA / Completion Certificates issued by Government / Semi Government bodies.

Sr. No.	Minimum Qualification Criteria	Documentary Evidence to be Provided
H	The Consultant should have experience in providing Transaction Advisory services for Real Estate Projects in India for Government / semi-Government / Public sector unit / Local statutory bodies.	Completion Certificates issued by Government / Semi Government bodies.
I	The Consultant should have experience of a PPP project having Cost equal to or more than Rs. 500 Cr. in India for any Government / Semi Government / Local bodies	Completion Certificates issued by Government / Semi Government bodies.
J	The Consultant should have at least ten years of working experience of Project Supervision of Major Infrastructure in India for Government / semi-Government / Public sector unit / Local statutory bodies.	Completion Certificates issued by Government / Semi Government bodies.
K	No joint ventures / consortium or associations are allowed.	

5.3. Applicants will submit responses as per Annexure 4. This will enable the MCA to filter the firms from the empaneled list for their specific project purpose.

5.4. Any entity which has been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

5.5. An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

## 6. Key Personnel for the Project ('The Team')

6.1. The empaneled TAs shall undertake to make available for each Assignment the personnel (the "Key Personnel") meeting the specified requirements as proposed by the MCA throughout the tenure of such Assignment.

6.2. The team composition of a Transaction Advisory Team for any assignment proposed by the MCA, should be preferably as below. Particulars of the personnel should be reproduced in Annexure 10 and Annexure 11.

Sr. No.	Key Expert	Qualification	Experience
1	Team Leader	Minimum Engineering graduate	<ul style="list-style-type: none"> <li>Total Post Qualification Experience – 15 years.</li> </ul>

Sr. No.	Key Expert	Qualification	Experience
			<ul style="list-style-type: none"> <li>5 years' Experience as Project Leader in a Construction Project of urban Infrastructure within last 7 years.</li> </ul>
2	Architect	Minimum Graduate in Architecture	<ul style="list-style-type: none"> <li>At least 10 years post qualification experience</li> </ul>
3	Urban Environment / Planner	Minimum Engineering/ Planning graduate	<ul style="list-style-type: none"> <li>Total experience-10 years out of which 5years Experience in urban Planning / traffic Management with at least one major city infrastructure project</li> </ul>
4	Construction Expert	Minimum Engineering graduate	<ul style="list-style-type: none"> <li>Total Post Qualification Experience 10 years.</li> <li>5 years' Experience in planning/ implementing a city infrastructure project.</li> <li>2 years' Experience in planning/ implementing structural engineering aspects of urban Infrastructure</li> </ul>
5	Project Management Expert	Postgraduate	<ul style="list-style-type: none"> <li>5 years' Experience in getting approvals with understanding of planning/designing &amp; implementing engineering aspects of urban Infrastructure</li> </ul>
6	Financial Analyst	Minimum MBA in Finance / CA	<ul style="list-style-type: none"> <li>At least 7 years post qualification experience</li> <li>At least 4 years' experience in Financial Modeling and Project Structuring</li> </ul>
7	Contract Specialist	Minimum Engineering / Legal Graduate	<ul style="list-style-type: none"> <li>At least 10 years post qualification experience</li> <li>Experience in Contract Management, Law, MIS, etc.</li> </ul>
8	GIS Expert	Post-Graduate in GIS & Remote Sensing / Geomatics / Geoinformatics	<ul style="list-style-type: none"> <li>At least 5 years post qualification experience</li> </ul>

## 7. Evaluation of Financial & Technical Proposal

7.1. MCA will determine whether the Financial a Technical Proposals are complete, unqualified, and unconditional. The costs indicated in the Financial Proposal shall be deemed as final and reflecting the cost of respective services. Omissions, if any, in costing any item shall not entitle the TA to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the TA.

- 7.2. For the Applicants that qualify the Eligibility Criteria, the Technical Score (TS) will consist of marks allocated to following three parts:
- Technical & Financial Capability
  - Team Personnel/Key Personnel
  - Technical Presentation
- 7.3. Maximum marks allocated to each of Technical & Financial Capability, Technical PPT and Key Personnel for the purpose of evaluation shall be as below:

The combined Technical Qualification and presentation would carry marks as below:

**Table A: Overall Marking Criteria:**

Item	Description	Maximum Marks
<b>A</b>	<b>Technical Score (St)</b>	
1	Financial Capabilities	5
2	Firms relevant experience and capabilities	95
Total Technical Score "St" =		<b>100</b>

**Table B: Firm's Financial Capabilities and Experience (1 and 2)**

S. No.	Particulars	Marks
<b>I</b>	<b>Financial Criteria</b>	<b>5</b>
<b>2</b>	<b>Net worth as on 31<sup>st</sup> March 2022</b>	<b>5</b>
a)	Upto 5 Cr	3
b)	Above 5 Cr. to 15 Cr.	4
c)	Above 15 Cr to 25 Cr.	5
<b>II</b>	<b>Technical Criteria</b>	<b>65</b>
<b>1</b>	<b>Experience of Bidder in preparation of schemes, Detailed Project Report (DPR) and Transaction Advisory services (in a single order) in sectors like Real Estate, Architecture, Infrastructure in urban area (India) for any Government / Semi Government / Local bodies</b>	<b>10</b>
a)	Equal to 3 Projects	3
b)	Equal to 4 Projects	5
c)	Upto 5 Projects	7
d)	More than 5 Projects	10
<b>2</b>	<b>Experience of Bidder in working for different models of PPP for public utilities like BOT, DBOT, HAM etc. in various Metropolitan Cities in India (where the transaction has been successful or LoA has been issued) for any Government / Semi Government / Local bodies</b>	<b>10</b>
a)	Equal to 3 Projects	3
b)	Equal to 4 Projects	5
c)	Upto 5 Projects	7
d)	More than 5 Projects	10

S. No.	Particulars	Marks
<b>3</b>	<b>Experience of Bidder in Financial Modeling and Bid Process Management for different models in urban area (India) for any Government / Semi Government / Local bodies</b>	<b>10</b>
a)	Equal to 3 Projects	3
b)	Equal to 4 Projects	5
c)	Upto 5 Projects	7
d)	More than 5 Projects	10
<b>4</b>	<b>Experience of PPP Projects in PMR for Government / semi Government / Public sector unit / Local statutory bodies.</b>	<b>10</b>
<b>5</b>	<b>Experience of Project Supervision of Major Infrastructure in PMR for Government / semi Government / Public sector unit / Local statutory bodies.</b>	<b>10</b>
<b>6</b>	<b>Experience in Preparation of Master Plan(s) / Development Plan(s) in GIS for any Government / Semi Government Agency in India for Cities / Towns having area</b>	<b>15</b>
a)	Equal to 100 sqkm	5
b)	More than 100 sqkm to 200 sqkm	8
c)	More than 200 sqkm to 300 sqkm	10
d)	More than 300 sqkm	15
<b>IV</b>	<b>Understanding of approach and methodology</b>	<b>30</b>
a)	Understanding of the Project & Comments, Coverage of overall scope through Work Breakdown Structure, Approach & Methodology	15
b)	Presentation on Understanding of approach and methodology / Concepts	15

**Note:**

1. The value of consultancy work done shall be brought to the current costing level by enhancing the actual value of work at simple rate of 07% per annum; calculated from the date of completion to date of submission of bid.

The TA must achieve a minimum of 75% overall in the technical proposal to qualify for the opening of the Financial Bid and further evaluation.

A firm will be selected under the Quality cum Cost Based Selection (QCBS) Method and procedures described in this Document. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub criteria, and Proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated. The technical strength of the Tenderer is evaluated after combining the marks scored as per the Evaluation Criteria. The minimum qualifying score shall be 75%.

After the technical evaluation is completed, the MCA shall inform the Applicants who



have submitted proposals, of the technical scores obtained by their Technical Proposals, and shall notify those Applicants whose Proposals did not meet the minimum qualifying standards or were considered nonresponsive to the RFP and TOR. Their Financial Proposals will be returned unopened after completing the selection process. MCA shall simultaneously notify the Applicants who have secured the minimum qualifying marks, the date, time and location for decrypting the Financial Proposals. The opening date should allow Applicants sufficient time to make arrangements for attending the opening. Applicant's attendance at the decrypting of financial Proposals is optional.

- 7.4. For Financial & Technical evaluation, the all-inclusive cost of services, of all short-listed TA will be opened. The cost of services will be as Annexure 6.
- 7.5. The empaneled TA will make a technical presentation on the parameters highlighted by MCA of the specific assignment. The presentation will be evaluated by a committee appointed by the MCA and provide a technical score (Tech PPT). The Financial score shall be the financial bid submitted by the empaneled TA (SF) will be calculated as per the following scoring matrix:

The empaneled TA who secure more than or equal to 75% marks in the Technical Proposal shall only qualify for consideration of decrypting of financial proposal. Financial Proposals of all qualifying Tenderers will be decrypted. The score on price quote will be calculated in the following manner:

The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 marks. The financial scores of other proposals will be calculated as per the formula given below: -

$$Sf = 100 \times \frac{Fm}{F}$$

In which Sf is Financial Score, Fm is the lowest Price, and F is the Price of the Financial Proposal under consideration.

Total score will be worked out by adding the weighted marks on technical and financial proposals. Weightage to each of the aforementioned proposals would be as under:

a)	Technical Proposal including	80%
b)	Financial Proposal	20%
	<b>TOTAL</b>	<b>100%</b>

#### 7.6. Combined and Final Evaluation

The Tenderer scoring highest weighted score will be considered for award of work. The lowest Evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.

Combined weighted score (Sc) will be calculated by using following formula- St = Technical Score

Sf = Financial Score

Sc = The Combined Score will be calculated by assigning 80% weightage to Technical Score (T) & 20% weightage to Financial Score (P)

Therefore  $Sc = St \times T\% + Sf \times P\%$ .

**“Bidder who secures the highest combined score shall be the first ranked and shall be declared as winner.”**

## 8. Payment Schedule

8.1. The indicative payment schedule is as follows:

### Detailed Payment Break-up:

#### 1. Providing services for Preparation of Conceptual / Architectural Feasibility Report

	Particulars		%age Agreed Fees
I	On submission of Draft Conceptual / Architectural Feasibility Report	:	60%
II	On submission of Final Conceptual / Architectural Feasibility Report	:	40%

#### 2. Providing services for Financial Feasibility of the Project

	Particulars		%age Agreed Fees
I	On of Draft Report	:	60%
II	On of Final Report	:	40%

#### 3. For Technical Transaction Advisory and Bid Process Management for Infrastructure Projects including PPP Projects and alternate revenue source along with Financial and Legal Assistance

	Particulars		%age Agreed Fees
I	On submission of Draft Tender Documents	:	30%
II	On publication of Tender Documents	:	10%
III	On publication of Pre-bid Query Responses	:	10%
IV	On submission of final Technical Evaluation Report	:	15%
V	On Completion of Evaluation	:	15%
VI	On letter of Award	:	10%
VII	On signing of Agreement	:	10%

#### 4. Functioning as Project Management Consultant (PMC) & Technical Auditor for EPC / DBO / MCA Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'MCA' during execution period

	Particulars		%age Agreed Fees
I	On release of work order	:	10% of charges quoted for PMC & Technical Auditor

	Particulars	%age Agreed Fees
II	On submission & Approval of monthly progress report	: 85% of contract charges quoted for PMC & Technical Auditor. The consultant shall submit invoices with submission of contractors bill of work for schedule 5 or work supervision to the corporation based on the approved payment percentage by consultant
III	Submission & Approval of Project closeout report	: 5% of charges quoted
IV	Extension of Supervision Works	: Additional per month charges on mutually agreed for the extended time period as mentioned in point no. II above

Payments shall be made within 30 days of receipt of the invoice from the consultant. All the interim payments as per the breakup payment schedule shall be treated as advance to the consultant and shall be finally adjusted in the final payment bill as per the final project cost. In case in some of the contract or assignment it is found that the total payment exceeds total payment payable, (where final cost is lower than the approved project cost as provided by the consultant) the same shall be recovered from other pending bills or any other contract/work order of assignment. Such excess payment shall be recovered along with the interest as prevailing at the time of recovery.

- 8.2. The schedule for completing the Deliverables for a particular Assignment shall be determined at the time of issue of work order for respective Assignment. However, the total time for completing the first phase of Assignment ie. Onboarding of Developer will in no case be more than 52 weeks from the date of issue of work-order, except if extended with mutual agreement.

## 9. Entire Duration of On-boarding Transaction Advisor

- 9.1. The Authority would endeavor to adhere to the following schedule:

S. No.	Event Description	Date
1	Issue of RFP	10 <sup>th</sup> August, 2024
2	Last date for receiving queries/ clarifications	18 <sup>th</sup> August, 2024
3	Pre Bid Meeting	19 <sup>th</sup> August 2024
4	Authority response to queries	20 <sup>th</sup> August, 2024
5	Submission of Technical PPT + Financial Quote	27 <sup>th</sup> August 2024, 1530, hrs
6	Invitation for Presentation	Will be intimated later
7	Opening of Financial Bid	Will be intimated to the qualified Applicant later

## 10. Pre- Proposal Conference and Communication

- 10.1. Applicants to send their Query to COO Maharashtra Cricket Association Phone: 020-27377162. E-mail Id: [cricketmaharashtra@yahoo.com](mailto:cricketmaharashtra@yahoo.com) before 20<sup>th</sup> August 2024.
- 10.2. All queries by prospective Applicants must be sent to the following email Id: [cricketmaharashtra@yahoo.com](mailto:cricketmaharashtra@yahoo.com)
- 10.3. Reply to Query will be uploaded as Corrigendum on [cricketmaharashtra@yahoo.com](mailto:cricketmaharashtra@yahoo.com) which will form part of bid document.
- 10.4. The official website of the MCA is: <https://cricketmaharashtra.in/> Applicants are advised to visit the Authority 's website mentioned above to keep them updated, for any changes/modifications related to this RFP. All communications pertaining to the RFP should contain the following information, to be marked at the top in bold letters:

**“Engagement of Transaction Advisor for Expansion of Existing MCA International Cricket, Gahunje, Pune”**

## 11. Proposal Data Sheet

Name of Assignment	Engagement of Transaction Advisor for Expansion of Existing MCA International Cricket, Gahunje, Pune
Name of Client	Maharashtra Cricket Association (MCA)
Proposal Submission	In two separate packets clearly marked as Technical Proposal and Financial Proposal which would be packed in a larger envelop which would be submitted by hand or post or courier to :  Chief Operating Officer, MCA Office, Block D, Ground Floor, 1, Modibaug, Narveer Tanaji Wadi, Ganesh Khind Road, Shivaji Nagar, Pune 411005.
Email for correspondence with client	<a href="mailto:cricketmaharashtra@yahoo.com">cricketmaharashtra@yahoo.com</a>
Bid Start Date	10 <sup>th</sup> August 2024.
Last date for receiving queries/ clarifications	18 <sup>th</sup> August, 2024
Pre Bid Meeting	19 <sup>th</sup> August 2024 at 11: 00 hrs.
Proposal Due Date	27 <sup>th</sup> August 2024 by 1530
Opening of Proposals	27 <sup>th</sup> August 2024 at 1600

## 12. Other Terms

- 12.1. The Consultant will work closely with the Authority and its other Advisors. A designated representative of the Consultant will be responsible for the overall coordination. The representative will play a coordinating role in arranging required information,

- dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the MCA.
- 12.2. Available data, as may be required by the TA, will be provided by the Consultant on request. The designated representative shall facilitate handing over such information to the MCA.
- 12.3. The Consultant will make presentations of its Deliverables to the MCA and Asset Owner for discussions as and when required.

### **13. Completion of Services**

- 13.1. All the deliverables shall be compiled, classified and submitted by the TA to the MCA in soft form. The documents comprising the deliverables shall remain the property of the MCA and shall not be used by the TA for any purpose other than that intended under these Terms of Reference without the permission of the MCA. The Assignment shall stand completed on acceptance by the MCA of all the Deliverables, as mandated under the work-order for the Assignment. Unless completed earlier, the Assignment shall be deemed completed and finally accepted by the MCA and the final deliverable shall be deemed approved by the MCA as satisfactory upon expiry of 60 (sixty) days after receipt of the final deliverable unless the MCA, within such 60 (sixty) day period, gives written notice to the TA specifying in detail, the deficiencies in the services. The TA shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

## Annexure 3: Draft Agreement

### ENGAGEMENT OF TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY SERVICES RELATED TO EXPANSION OF NORTH STAND AND DEVELOPMENT AND OPERATION OF MCA CLUB HOUSE & HOTEL ON PPP MODEL AT ITS EXISTING MCA INTERNATIONAL CRICKET STADIUM, AT GAHUNJE, PUNE

This AGREEMENT (hereinafter called the "Agreement") is made on the day of..... the month of 2024, between, on the one hand, the [President of India acting through .....] (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, .....(hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Consultant (hereinafter called the "**Consultancy**") for **Expansion of North Stand and Development and Operation of MCA Club House & Hotel on PPP Model at its existing MCA International Cricket Stadium at Gahunje, Pune** (hereinafter called the "**Project**");
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated..... (the "LOA"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

#### 1. GENERAL

##### 1.1. Definitions and Interpretation

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

- a) "**Additional Costs**" shall have the meaning set forth in Clause 6.1.2; b) "**Agreement**" means this Agreement, together with all the Annexes; c) "**Agreement Value**" shall have the meaning set forth in Clause 6.1.2;
- d) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- e) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- f) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read

with the provisions of RFP;

- g) "**Dispute**" shall have the meaning set forth in Clause 9.2.1
- h) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1 ;
- i) "**Expatriate Personnel**" means such persons who at the time of being so hired had their domicile outside India
- j) "**Government**" means the Government of India;
- k) "**INR**", means Indian Rupee
- l) "**Member**", in case the Consultant consists of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- m) "**Party**" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- n) "**Personnel**" means persons hired by the Consultant or by any Sub- Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- o) "**Resident Personnel**" means such persons who at the time of being so hired had their domicile inside India;
- p) "**RFP**" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- q) "**Services**" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- r) "**Sub-Consultant**" means any entity to which the Consultant sub- contracts any part of the Services in accordance with the provisions of Clause 4.7; and
- s) "**Third Party**" means any person or entity other than the Government, the Authority,  
the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assignee to them in the RFP.

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

- a) Agreement;
- b) Annexes of Agreement;
- c) RFP; and
- d) Letter of Award

## **1.2. Relation between the Parties**

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

## **1.3. Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

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

#### **1.4. Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5. Language**

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

#### **1.6. Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### **1.7. Notices**

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

- a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

#### **1.8. Location**

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



1.8.2. The Authority may require the Financial Expert to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

**1.9. Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

**1.10. Authorised Representatives**

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

**MAHARASHTRA CRICKET ASSOCIATION**

Chief Operating Officer, MCA Office, Block D, Ground Floor, 1, Modibaug, Narveer Tanaji Wadi, Ganesh Khind Road, Shivaji Nagar, Pune 411005.

The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....  
.<Name>  
.....<Designation>,  
.....<Office Address> Tel:  
.....

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

**2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

**2.2. Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

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

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be

deemed to have accepted such termination.

#### **2.4. Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of

(i) expiry of a period of

60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

#### **2.5. Entire Agreement**

**2.5.1.** 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 Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

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

#### **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

#### **2.7. Force Majeure**

##### **2.7.1. Definition**

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather
- b) 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.
- c) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

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

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

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

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

### **2.7.4. Extension of time**

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

### **2.7.5. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### **2.7.6. Consultation**

Not later than 30 (thirty) days after the Consultant 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 of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

## **2.9. Termination of Agreement**

### **2.9.1. By the Authority**

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2. By the Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

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

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations

of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultants Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

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

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

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

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

- a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- c) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

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

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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

#### **3.1. General**

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

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

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

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annexure 1. The Consultant shall provide the

Deliverables specified therein in conformity with the time schedule stated therein.

**3.1.3. Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

**3.2. Conflict of Interest**

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

**3.2.2.** Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

**3.2.3. Prohibition of conflicting activities**

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

- a) during the term of this 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.

**3.2.4. Consultant not to benefit from commissions, discounts, etc.**

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

**3.2.5.** The Consultant 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, restrictive practice or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled

to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Contract Deposit, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

**3.2.6.** Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly,

of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor the Authority in relation to any matter concerning the Project;

b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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 Applicants with the objective of restricting or manipulating

a full and fair competition in the Selection Process.

- f) "**Anti-competitive practice**" mean any collusion, bid rigging or anti- competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- g) "**Obstructive practice**" materially impede the Authority's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority's rights of audit or access to information.

### 3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant 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 Authority. Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisors, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall



require their professional advisors, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

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

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

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

**3.4.3.** The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- a) for any indirect or consequential loss or damage; and
- b) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

**3.4.4.** This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5. Accounting, inspection, and auditing The Consultant shall:**

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

### **3.6. Consultant's actions requiring the Authority's prior approval**

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

- a) Appointing such members of the professional personnel as are not listed in Annexure 10;
- b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- c) any other action that is specified in this Agreement.

### **3.7. Reporting obligations**

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

**3.7.2.** The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

**3.8. Documents prepared by the Consultant to be property of the Authority**

**3.8.1.** All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created, and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

**3.8.2.** The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

**3.8.3.** The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

**3.9. Materials furnished by the Authority**

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

**3.10. Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

**3.11. Accuracy of Documents**

The Consultant 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 Clause

3.4, 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 Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

#### **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

##### **4.1. General**

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

##### **4.2. Deployment of Personnel**

**4.2.1.** The designations, names, and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annexure 10 of this Agreement.

**4.2.2.** Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annexure 10 may be made by the Consultant by written notice to the Authority, provided that (i) such adjustments shall not alter the originally estimated period

of engagement of any individual by more than 30% (thirty per cent), and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 25% (twenty five per cent) thereof. Any other adjustments shall only be made with the written approval of the Authority.

**4.2.3.** If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

##### **4.3. Approval of Personnel**

**4.3.1.** The Key Personnel listed in Annexure 10 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

**4.3.2.** If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Annexure-I (Form-1) 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 Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

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

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any

substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

**4.5. Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annexure 10. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

**4.6. Financial Expert and Project Manager**

The person designated as the Financial Expert of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day-to-day performance of the Services.

**4.7. Sub-Consultants**

Sub-Consultants listed in Annexure 12 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

**5. OBLIGATIONS OF THE AUTHORITY**

**5.1. Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

**5.2. Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant 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 Consultant as a result thereof pursuant

to Clause 6.1.3.

### **5.3. Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

### **5.4. Payment**

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

## **6. PAYMENT TO THE CONSULTANT 6.1. Cost estimates and Agreement Value**

**6.1.1.** An abstract of the cost of the Services payable to the Consultant is set forth in Annexure 6 of the Agreement.

**6.1.2.** Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is (Rupees.....) , which does not include the Additional Costs specified in Annex-5 (the "Additional Costs").

**6.1.3.** Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2. Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **6.3. Mode of billing and payment**

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

- a) The Consultant shall be paid for its services as per the Payment Schedule at Annexure 1 (Clause 9) of this Agreement, and Paragraphs <insert clause number> of the TOR, and the rates specified in Annexure 6 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - i. No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage. Provided, however, that for the Deliverables specified at [KD7 and KD8] in Paragraph 5.2 of the TOR, payment shall be due and payable by the Authority for the man hours spent during each calendar month; and
  - ii. The Authority shall pay to the Consultant, only the undisputed amount.

- iii. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date").
- iv. The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and /or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- v. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c).
- vi. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1. Contract Deposit**

- 7.1.1.** For the purposes of this Agreement, Contract Deposit shall be deemed to be an amount equal to 2% (two percent) of the Agreement Value (the "Contract Deposit"); provided, however, that the Consultant shall not be required to provide a Contract Deposit in the form of a bank guarantee or cash deposit or specified small savings instruments like fixed deposit receipt (FDR).
- 7.1.2.** Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 2% (two percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause
- 7.1.3.** The balance remaining out of the Contract Deposit shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Contract Deposit, the Authority may make deductions from any subsequent payments due and payable to the Financial Consultant hereunder, as if it is appropriating the Contract Deposit in accordance with the provisions of this Agreement.
- 7.1.4.** The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annexure15 of this Agreement.

## **7.2. Liquidated Damages**

### **7.2.1. Liquidated Damages for error/variation**

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

### **7.2.2. Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero-point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Contract Deposit or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

### **7.2.3. Encashment and appropriation of Contract Deposit**

The Authority shall have the right to invoke and appropriate the proceeds of the Contract Deposit, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

## **7.3. Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant 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 Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH 8.1. 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 realisation of the objectives of this Agreement.

### **8.1. Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly 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 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof. Although this Contract is essentially for the Expansion of Existing MCA International Cricket, Gahunje, Pune however MCA may ask the appointed Consultant to undertake assignments of similar nature including projects under public private partnership (PPP) related to Public health engineering excited by all other departments of MCA as per the approved rates.

## **9. SETTLEMENT OF DISPUTES**

### **9.1. Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or

in connection with this Agreement or the interpretation thereof.

## **9.2. Dispute resolution**

**9.2.1.** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

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

## **9.3. Conciliation**

In the event of any Dispute between the Parties, either Party may call upon <Designation>, <Ministry/ Department/ Authority> and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

## **9.4. Arbitration**

**9.4.1.** Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters, and the language of arbitration proceedings shall be English.

**9.4.2.** There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.

**9.4.3.** The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

**9.4.4.** The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be



signed in their respective names as of the day and year first above written.

Signed, Sealed and Delivered Signed, Sealed and Delivered

For and on behalf of Consultant: For and on behalf of Authority

(Signature)  
(Name) (Designation)  
(Address)

(Signature) (Name)  
(Designation) (Address)

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

## Annexure 4: Eligible Assignments of Applicant

(Date and Reference)

To,

### MAHARASHTRA CRICKET ASSOCIATION

At Post: Gahunje, Tal Maval,

Dist. Pune, Pin Code 412 101

<To be submitted on letterhead of responding firm>

#### <Name of Assignment>

1	Name of Applicate :	
2	Category for which Eligible Assignment submitted	Experience of undertaking PPP
3	Name of the Project:	
4	Type of Project	
5	Project Specifications	
6	Description of services performed by the Applicant firm:	
7	Name of client and Address:	
8	Name, telephone no. of client's	
9	Estimated capital cost of Project (in Rs crore or	
10	Payment received by the Applicant as professional fees (in Rs. crore) <sup>1</sup> :	
11	Start date of the services (month/ year):	
12	Finish date of the services (month/ year):	
13	Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.

<sup>1</sup> In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

## Annexure 5: Financial Proposal Letter

(Date and Reference)

**To,**

**MAHARASHTRA CRICKET ASSOCIATION**

At Post: Gahunje, Tal Maval,

Dist. Pune, Pin Code 412 101

Dear Sir,

<Covering Letter (On Applicant's letter head)>

**Subject: ENGAGEMENT OF TRANSACTION ADVISOR FOR PROVIDING CONSULTANCY SERVICES RELATED TO EXPANSION OF NORTH STAND AND DEVELOPMENT AND OPERATION OF MCA CLUB HOUSE & HOTEL ON PPP MODEL AT ITS EXISTING MCA INTERNATIONAL CRICKET STADIUM, AT GAHUNJE, PUNE.**

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Financial [and Transaction] Advisory Services for above.

I/We agree that this offer shall remain valid for a period of 120 (One Hundred and Twenty) days from the last date of Submission / Uploading of Proposal.

Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

### Annexure 6: Financial Proposal

SN	Description of item	% of Project cost (only for PMC work)	Lumpsum (in Rs Lakh)
1	Providing services for Preparation of Conceptual / Architectural Feasibility Report		
2	Providing services for Preparation of Financial Feasibility Report		
3	For Transaction Advisory and Bid Process Management for Infrastructure Projects including PPP Projects and Legal Assistance		
4	Functioning as Project Management Consultant (PMC) & Technical Auditor for EPC / DBO / MCA Funded Projects and Independent Engineer / Authority Engineer for PPP Projects of 'MCA' during execution period (in %age)		
5	<b>Total in Rs Lakh</b>		

**Note:**

1. The payment for PMC work quoted here is for evaluation purposes only. The actual payment shall be given as % (quoted here) of finally approved cost of the project that is published in the Developer selection tender document.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.
3. GST if applicable shall be paid extra at the rate prevailing during the time of payment.

Signature, name, and designation of the Authorized Signatory Name of Firm: Address:

**Other Items**  
(Not for Evaluation)

Sr. No.	Description	Per Unit	Unit Rate
<b>I</b>	<b>Skilled Human Resources / Technical Personnel</b>		
1	Visiting Domain Expert on Call	Man Day	
2	Domain Expert (Above 15 Years)	Man Month	
3	Domain Expert (Below 15 Years)	Man Month	
4	Project In-charge / Manager / Leader (Above	Man Month	
5	Project Coordinator / Engineer (Below 15 Years)	Man Month	
6	Project Supervisor (Below 15 Years)	Man Month	
7	Supporting Staff (Below 15 Years)	Man Month	
<b>II</b>	<b>Photography, Video Shoot &amp; Animation</b>		
8	Performing Arial shooting using Drone	Per Minute	
9	Creation and Development of Virtual Realty Videos	Per Minute	
10	Preparation of Walk Through and Documentary	Per Minute	
11	Conceptualization and Art Work	Per Page	
12	Creation of Physical Model	Per Sq Inch	

**Note:**

1. For the above services / items MCA can assign specific or all services as per the requirement of a project from time to time. And the agency shall be bound to work on the said rats which may be escalated at the rate of five Percent per annum.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

**Annexure 7: Estimate of Personnel Cost  
(Deleted)**

Key Personnel					
<b>SN.</b>	<b>Name of Personnel</b>	<b>Position</b>	<b>Man – Month</b>	<b>Time in Months</b>	<b>Total Amount</b>
1					
2					
3					
	Total				

Note:

1. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.

Signature, name, and designation of the Authorized Signatory

Name of Firm: Address:

### Annexure 8: Completion Certificate

(To be uploaded on DEA's portal)

«Letter Head of Maharashtra Cricket Association»

Date:

DD/MM/YYYY This is to inform that <Name of Transaction Advisor/Consultant> has assisted Maharashtra Cricket Association to provide < type of services> for <Name of project>. The assignment was for a period of <number of months> start w.e.f from <Start Date of Assignment>

S. No.	References	Project Details
1	RFP Reference	
2	Project Title	
3	Location	
4	Scope of Work	
5	Fee (including taxes)	
6	Engagement Period	From To
7	Current Status	

The scope of work assigned to the <Name of Transaction Advisor/Consultant> are as follows:

- 1.
- 2.
- 3.
- 4.
- 5.

S. No.	Milestones	Milestones Completion Remarks
1		
2		
3		
4		
5		

<Name of Transaction Advisor/Consultant> performance has been found to be satisfactory with respect to services provided in relation to the above listed scope under this assignment.

<Signature of Officer>

<Name of Officer>

<Designation>

<Stamp & Seal>

Note: The MCA may suitably modify the contents of provided under this format to reflect the milestone achieved under the assignment/project and the performance of the transaction advisor/consultant.

**Annexure 9: Feedback Form/Survey on Performance of  
Consultant's on an Assignment**

(To be uploaded on DEA's portal)

«Letter Head of Maharashtra Cricket Association»

<b>Consultant's Details</b>	
Name of Organisation	
Name	
Role	
Contact (Tele/E-mail/Fax)	

<b>Engagement</b>	
RFP Reference	«Reference ID of the RFP»
Client Name	«Client name»
Name of Customer	«Insert client name as per the contract »
Supplier	«Name of the entity»
Contract Title	«Name of the project, as per contract »
Total Project Outlay	«Total cost of construction in case of construction projects» «Total cost of implementation in case of ICT implementation projects » «Not applicable in case unrelated to the assignment»
Period of Engagement	From - «Date» To - «Date»
Description of Services	«Scope of Work»
Engagement Fee	«Including GST»
Engagement Partner	

<b>Aspects of Engagement</b>	<b>Exceptional 1</b>	<b>Satisfactor y<sup>2</sup></b>	<b>Needs Improvement 3</b>	<b>Please provide Justificatio n</b>
	Indicate by (✓) as applicable			
Project Management				
(a) Approach to assignment				
(b) Responsive to client's needs (wilingness to put in the effort required to complete the project)				
(c) Effectiveness to work with in- house team (i.e., teaming ability, timely sharing of key information, knowledge sharing etc.)				
(d) Adherence to deadlines				
Technical Skills				
(a) Requisite knowledge,				



Aspects of Engagement	Exceptional <sup>1</sup>	Satisfactory <sup>2</sup>	Needs Improvement <sup>3</sup>	Please provide Justification
	Indicate by (✓) as applicable			
understanding of business/ process and skills needed to effectively perform the engagement				
(b) Communication and reporting skills				
(c) Ability to identify the main issues during the engagement (i.e., analyze information, identify problem areas/ issues, identify alternative resolutions, document work accurately)				
Technical Skills				
(d) Responsiveness and approachability (response to constructive feedback, Willing to change, easy to approach)				
Deliverable				
(a) Quality of the work product/ deliverable,				
(b) Relevance of recommendations/ insights provided (Were they constructive, creative, accurate and actionable?)				

Overall Rating	Exceptional <sup>1</sup>	Satisfactory <sup>2</sup>	Needs
(Please tick into the appropriate			

<p>Additional inputs / comments</p>  <p>&lt;Signature of Officer&gt; &lt;Name of Officer&gt;</p>
------------------------------------------------------------------------------------------------------------

<Designation>

<Stamp &

Seal> Note:

- 2) Exceptional category may be ascertained that a score of  $\geq 80\%$  (from 100%) or a score of 4-5 (on a 5-point scale)
- 3) Satisfactory category may be ascertained that a score of 60 to 80% (from 100%) or a score of 2-3 (on a 5-point scale)
- 4) Needs Improvement category may be ascertained that a score of  $>60\%$  (from 100%) or a score of 0-1 (on a 5-point scale)

**Annexure 10: Particulars of Key Personnel**

Sr. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments \$
					Name of Firm	Employed Since	
1							
2							
3							
4							
5							
6							
7							

\$ Refer Annexure 4 Eligible Assignments of Key Personnel

## Annexure 11: Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  
Name of Project    Description of responsibilities

### **Certification:**

- a. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
  - b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.  
(Signature and name of the Professional Personnel)  
Place .....
- (Signature and name of the authorised signatory of the Applicant)

### **Notes:**

1. Use separate form for each Key Personnel and Professional Personnel.
2. In the case of Financial Expert, only those assignments shall be included where the Financial Expert worked as the Team Leader or the leader of the Financial Team in the relevant assignment.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

## Annexure 12: List of Empaneled Transaction Advisors

**F. No. 2/3/2021-PPP**  
**Government of**  
**India Ministry of**  
**Finance**  
**Department of Economic**  
**Affairs Private Investment Unit**  
**NOTIFICATION**

1<sup>st</sup> July 2022

**Subject: Empaneled Transaction Advisors for Public Private Partnership Projects**

The Department of Economic Affairs, Ministry of Finance, Government of India empanels the following firms as Transaction Advisors (TAs) for PPP Projects for a period of 3 years (extendable by 2 years) from the date of this notification

Sr.No.	Name of Empanelled Firm	Address	Contract Person	Email ID & Contact No.
1	Almondz Global Securities Ltd.	F-33/3, Okhla Industrial Area, Phase — II, New Delhi- 10020	Sh. Ashwini Ghai	ashwini.ghai@almondz.com 011-43500700
2	CRISIL	CRISIL House, Plot no.46, Sector -44, Gurgaon, Haryana — 122003	Sh. Akshay Purkayastha	akshay.Purkayasth@perisil.com (0124) 6722491
3	Darashaw & Company Private Ltd.	1205-06 Regent Chambers, 208 Nariman Point, Mumbai 400 021	Sh. Ketan Mandani	consultancy@darashaw.com 9819466876
4	Deloitte Touche Tohmatsu India LLP	7th Floor, Building 10, Tower B DLF Cyber City Complex DLF City Phase-11 Gurgaon — 122002, Haryana India	Sh. Kushal Kumar Singh	kksingh@deloitte.com 9811552899
5	Ernst & Young LLP	Ernst & Young LLP	Sh. Abhaya Agarwal	abhaya.agarwal@in.ey.com 9871693342
6	Feedback Infra	Feedback Infra, 311, 3rd Floor, Vardhaman Plaza, Pocket 7. Plot No. 6 Sector 12 Dwarka, New Delhi — 110078	Shri Mohit Sinha	mohit.sinha@feedbackinfra.com 9810417398
7	iDeck	# 9/7, K.C.N.Bhavan, Yamunabai Road,	Sh. T Paul Koshy	Paul.koshy@ideck.in

Sr. No.	Name of Empanelled Firm	Address	Contract Person	Email ID & Contact No.
		Madhavnagar Extension, Off Race Course Road, Bangalore 560001, Karnataka		9886339775
8	KPMG	KPMG Advisory Services Private Limited, Building No. 10, 4th Floor, Tower B & C, DLF Cyber City, Phase II, Gurgaon	Sh. Vivek Agarwal	Vivekagarwall@kpmg.com 9811705760
9	Mazars Advisory LLP	Registered Address: 101—103, Mercantile House, K G Marg, New Delhi —110 001 Correspondence Address: 3rdFloor,421, Udyog Vihar, Phase-IV,	Sh. Gul Basantani	gul.basantani@mazars.co.in 9810666478
10	PwC	PricewaterhouseCoopers Private Limited, Building No. 10, 17thFloor, Tower C, DLF Cyber City, Phase II, Gurgaon	Sh. Shivanshu Chauhan	shivanshu.chauhan@pwc.com 9820134239
11	rites Ltd.	rites BHAWAN, 1, Sector 29, Gurgaon, Haryana,	Sh. Anjeev Kr. Jain	Anjeev.jain@rites.com
12	Tandon Urban Solution Private Limited	701, Harbhaajan Building, CST Road, Kalina, Santacruz (East), Mumbai —400 098	Sh. Amit Kumar Rajhans	tandonandassociates@gmail.com +91 9867687797

2. This Panel of TAs is available to all Project Sponsoring Authorities including Central, State.

Local Bodies and their agencies, etc., undertaking PPP projects.

3. A detailed Standard Operating Procedure/Guide for utilising this TA Panel is available on [www.pppinindia.com](http://www.pppinindia.com).

4. The DEA reserves the right to withdraw, amend or suspend this Notification

without any prior intimation and recourse liability.

5. This notification shall come into force with immediate effect.

(Dr.

Molishree)

Deputy Secretary to the Govt. of

India

For information of  
all.

### **Annexure 13: PROFORMA OF BANK GUARANTEE IN LIEU OF CONTRACT DEPOSIT**

(On Stamp Paper of Appropriate Value as per Maharashtra Stamp Act, 1958 and as amended from time to time from Nationalized Bank & operatable in Pune only)  
(B.G. shall be in case of Contract Amount more than Rs.100 Lakhs)

To,  
**Maharashtra Cricket Association (MCA)**  
At Post: Gahunje, Tal Maval,  
Dist. Pune, Pin Code 412 101

- 1) In consideration of the Maharashtra Cricket Association., a Company incorporated under the Companies Act 1956 (1 of 56) and having its registered Office at At Post: Gahunje, Tal Maval, Dist. Pune, Pin Code 412 101 (hereinafter called the 'Authority' which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ made between M/s \_\_\_\_\_ (Name of Agency) (hereinafter called the 'Contractor' which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns / (its successors and assigns) and the Authority in consideration with \_\_\_\_\_ (Name of Work). (hereinafter called the said "Contract") to accept a deed of Guarantee as herein provided for Rs. \_\_\_\_\_ by \_\_\_\_\_ (Name of the Nationalized / Scheduled Bank, Branch) towards Contract Deposit, for the due fulfillment by the Contractor of the terms and conditions contained in the said contract, We, \_\_\_\_\_ (Name of Bank and detailed address) the Bank constituted and established under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1979 (hereinafter referred to as the 'said Bank') and having our Head Office at \_\_\_\_\_ (address) at the request of M/s. \_\_\_\_\_ (Name of Agency) do hereby undertake to pay to the Authority an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reasons of any breach or breaches by the said Contractor(s) of any of the terms or conditions contained in the said Contract Agreement and to unconditionally pay the amount claimed by the Authority on demand and without demur to the extent expressed.
- 2) We, \_\_\_\_\_ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Authority stating that the amount claimed is due by way of loss or damage caused to, or would be caused to or suffered by the Authority by reasons of breach by the said Contractor(s) of any of the terms or condition contained in the said Contract Agreement or by reasons of the Contractor(s) failure to perform the said Contract Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount



not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- 3) We, \_\_\_\_\_ (Name of Bank) further agree that the Authority shall be the sole judge of and as to whether the Contractor has committed and breach of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges & expenses caused to or suffered by or that may be caused to or suffered by the Authority on account thereof and the decision of the Authority that the Contractor has committed such breach and as to the amount or amounts of loss, damage, costs, charges & expenses caused to or suffered by or that may be caused to or suffered by the Authority from time to time shall be final and binding on us.
- 4) We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceeding pending before any Court or Tribunal unequivocal, without demur. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.
- 5) We, \_\_\_\_\_ (Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the Contract Period including extensions in time limit if any & also till such time the Taking Over Certificate is issued for the whole completed work including that would be taken from the performance of the said Agreement and shall continue to be enforceable till all the dues of the Authority under or by the said Agreement have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (indicate the Authority & Administrative Department) certified that the terms and conditions of the said Contract Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ (Contract period + claim period) we shall be discharged from all liability under this guarantee thereafter.
- 6) We, \_\_\_\_\_, further agree with the Authority, that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Contractor(s) from time to time or to postpone for any time any of the powers exercisable by the Authority against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted the said Contractor(s) or for any forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
- 7) This guarantee will not be discharged due to the change of the constitution of the Bank or the Contractor(s) /Supplier(s).
- 8) This guarantee is valid till \_\_\_\_\_ (completion due) unless a suitable action to enforce the claim under this guarantee is made within six months from completion

date i.e. up to \_\_\_\_\_(date) all yours rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

- 9) We, \_\_\_\_\_ (Name of Bank) lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Authority in writing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

FOR & ON BEHALF OF BANK

The above guarantee is accepted

For and on behalf of the Authority

(Name & Designation)

Date :