

Request for Proposal (RFP)

for

**Empanelment of Third Party Real Estate Construction
Consulting Firm for U.P.RERA**

U.P. Real Estate Regulatory Authority

Government of Uttar Pradesh

June, 2019

Secretary,
Uttar Pradesh Real Estate Regulatory Authority (U.P.RERA),
Naveen Bhawan, RajyaNiyojanSansthan,
Kala Kankar House, Old Hyderabad,
Lucknow-226007.
Phone: 0522-2781440

Disclaimer

This Request for Proposal (RFP) document for empanelment of Third Party Real Estate Construction Consulting Firm for U.P.RERA to (hereinafter referred to as the "Consulting Firm") contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as "Applicant/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. The Real Estate Regulatory Authority, Uttar Pradesh (hereinafter referred to as "Client" or the "Authority") or any of its employees shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

The Authority reserves the right to change any or all conditions/ information's set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Contents

1	General information	4
2	Data Sheet	5
3	Terms of Reference	6
3.1	Purpose of this Request for proposal	6
3.2	Scope of Services	7
3.3	Team Structure	13
3.4	Payment schedule, deliverables and timelines	14
3.5	Support from the Authority	15
4	Eligibility and Evaluation criteria	15
4.1	Eligibility criteria	15
5	Instructions to Applicants	17
A.	General instructions	17
B.	Preparation and submission of Proposals	19
C.	Proposal opening	22
6	General Conditions (GC) of Contract	26
7	Technical Proposal - Standard Forms	32
7.1	Form 1: Proposal Submission Form	33
7.2	Form 2: Applicant's Organization and Experience	34
7.2.1	A - Applicant's Organization	34
7.2.2	B - Applicant's Experience	35
7.3	Form 3: Description of Approach, Methodology and Work Plan for Performing the Assignment	36
7.4	Form 4: Team Composition and Task Assignments	37
7.5	Form 5: Curriculum Vitae (CV) for Proposed Professional Staff	38

1 General information

The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the RERA Act”) seeks to protect the interest of home-buyers as well as help boost investments in the real estate industry. The RERA Act establishes Real Estate Regulatory Authority (RERA) in every state for regulation and promotion of the real estate sector. RERA is also envisaged to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner. RERA is mandated to safeguard the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal. RERA will also establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the RERA and the adjudicating officer and for matters connected therewith or incidental thereto.

In accordance with the powers conferred under Section-84 of the RERA Act, the Government of Uttar Pradesh notified **Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (hereinafter referred to as “the UP RERA Rules”)** on October 27, 2016 and subsequently established **Uttar Pradesh Real Estate Regulatory Authority (U.P.RERA)** on May 1, 2017.

To achieve its mandate as given in the RERA Act and the U.P.RERA Rules, the Authority seeks to select Third Party Real Estate Construction Consulting Firm to support in its various tasks/ functions.

The Request for Proposal (RFP) document for the selection of Third Party Real Estate Construction Consulting Firm can be downloaded from e-procurement website (<http://etender.up.nic.in>).

Key dates for this RFP are as below:

- Last date of submission of proposals: **1500hrs on 29-July-2019**
- Last date to receive pre-bid queries: **email by 1500hrs on 08-July-2019**
- Date of pre-bid conference: **1500hrs on 09-July-2019**
- Response of pre-bid query to be uploaded by **1700hrs on 12-July-2019**

The Authority reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

The contact details are:

Secretary, Uttar Pradesh Real Estate Regulatory Authority (U.P.RERA),
Naveen Bhavan, RajyaNiyojanSansthan, Kala Kankar House
Old Hyderabad, Lucknow-226007

Uttar Pradesh

Telephone: +91 0522-2781440

E-mail: contactuprera@gmail.com

2 Data Sheet

1	Name of the Bid	Empanelment of Third Party Real Estate Construction Consulting Firm for U.P.RERA
2	Time-period of contract	36 months
3	Method of selection	Quality Assessment (Technical Evaluation)
4	Bid Processing Fee	Non-refundable fee of INR 5,000 (through RTGS/NEFT)
5	Ernest Money Deposit (EMD)	Refundable amount of INR 5,00,000/- (through RTGS)
6	Financial Bid to be submitted together with Technical Bid	No
7	Name of the Authority's official for addressing queries and clarifications	Secretary, Uttar Pradesh Real Estate Regulatory Authority (U.P.RERA), Naveen Bhavan, RajyaNiyojanSansthan, Kala Kankar House, Old Hyderabad, Lucknow-226007 Uttar Pradesh Telephone: +91 0522 2781440 E-mail: contactuprera@gmail.com
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Proposal Currency	INR
11	Consortium to be allowed	No
12	Sub-contracting is allowed	No
13	Account details	For Bid Processing Fee & EMD Account No: 3637352539 IFSC Code: CBIN0280139 Bank Name: Central Bank of India , Hazratganj Branch, Lucknow, U.P

3 Terms of Reference

To achieve the mandate as given in the The Real Estate (Regulation and Development) Act, 2016. (hereinafter “the RERA Act”) and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (hereinafter “the U.P.RERA Rules”), the Authority seeks to select Third Party Real Estate Construction Consulting Firm to support in its various tasks/ functions. The Bidders must have skills and experience in evaluating real estate projects pertaining to quality and progress (physical and financial) of construction projects. Empanelled Firms are expected to conduct the evaluation of the real estate projects as and when decided to do so by the Authority.

The Firm shall be empanelled for a period of three (3) years, with the provision for extension for subsequent period of similar tenure based on the satisfactory performance.

3.1 Purpose of this Request for proposal

The real estate sector plays a catalytic role in fulfilling the need and demand for housing and infrastructure in the country, but due to lack of standardization, professionalism and adequate consumer protection, the growth of industry is largely unregulated. In order to safeguard buyers, regulate and promote real estate sector and to ensure the sale of plot/apartment/building in an efficient manner, the real estate act was brought in by the Government of India.

In accordance with the powers conferred under section -84 of the RERA Act, the Government of Uttar Pradesh notified Uttar Pradesh Real Estate (Regulations and Development) Rules, 2016 (hereinafter referred to as “the U.P.RERA Rules”) on October 27, 2016 and subsequently established Uttar Pradesh Real Estate Regulatory Authority (U.P.RERA) on May 1, 2017.

As per section 35 of RERA Act, Authority has the power to call for information and conduct investigation into any real estate project with regards to any complaint or suo moto, as deemed necessary. Authority can appoint third party agency to assess the construction quality and progress of a real estate project in consideration. On basis of the findings from assessment reports, Authority has the right to revoke the registration of the real estate project granted under section 5 of RERA Act after being satisfied that –

- The promoter makes default in doing anything required by or under this Act or the rules or the regulations made thereunder
- The promoter violates any of the terms or conditions of the approval given by the competent authority
- The promoter is involved in any kind of unfair practice or irregularities
- The promoter indulges in any fraudulent practices

As one of the right under RERA Act, “The Authority, upon the revocation of the registration or on the lapse of registration can facilitate the remaining development works to be carried in accordance with the provisions of Section 8”

To exercise the above mentioned rights effectively, The Authority is willing to empanel third party real estate construction firm which can facilitate –

- a) Evaluation of the real estate project in consideration to ascertain quality and progress of the projects taken up till date by the promoters from both physical and financial perspective
- b) Preparation of Action Plan for project completion
- c) Manage Bid Process to on-board another developer for completion of the project in consideration.
- d) Monitor the construction progress and quality till the completion of the project by on boarded developer.

3.2 Scope of Services

PART A

To evaluate the intended real estate project and provide reports pertaining to quality and progress (physical and financial) of construction done so far. Further highlighting the problem area if any in the report, and also suggest steps/ solutions to rectify the same so as to achieve the overall target of quality Assurance and completion timelines.

- The Consultants shall be responsible to collate all the information pertaining to every assigned Real Estate Project and develop a Project Specific Report for each one including finance inflows and outflows.
- Some information will be available with the Authority but a lot of information will have to be collected from the Developers or from other secondary sources.
- Although, the Authority shall facilitate information collection from key stakeholders but the responsibility is on the Consultant(s) for information aggregation from primary/secondary sources.
- The Consultant shall develop standard templates/checklist to collect information which may include (but not limited to) the following (indicative):

Project specifications

- Project Promoter Details
 - Promoter Name and contact details (address, phone number and email)
 - Promoter company incorporation certificate and shareholding pattern for last 3 years with supporting document from ministry of corporate affair
 - Registered office address
 - Pan number and Pan Copy
 - Number of projects launched in last 5 years
 - Audited balance sheet of preceding 3 years of promoter company
 - Income tax return of preceding 3 years of promoter company
 - Litigations faced by partner / directors of the promoter company in last 5 year
- Project Type (residential / commercial / plot etc.)
- Project Site address and sanctioning development authority
- Project Agent details (name, address, contact no and email)
- Contractor Details
 - Contractor Name (if any)
 - Contractor Address with contact details (Phone and email)
 - Architect Name

- Architect License No.
- Architect Address with contact details (Phone and email)
- Structural Engineer Details
- Structure Engineer address with contact details (phone and email)
- Project Bank Account Details
 - Account No.
 - Name of Account Holder
 - Bank Name
 - Bank Name
 - Branch Address with contact number
 - IFSC Code
- Land Details (Khasra / Plot Details)
 - Type, Khasra No/ Plot No. and Area
 - Deed Type and Deed document
 - Outstanding if any
- Area details: land, FSI, built-up and saleable area details (a detailed break-up of built-up /saleable area across components such as residential, retail and commercial, if applicable)
- Unutilized area / FSI, if any

Business plan of the Real Estate Project comprising of the following:

- Construction schedule / Project implementation schedule quarter wise basis following parameters
 - External Work
 - Boundary Wall
 - Road Work
 - Footpaths
 - Water Supply
 - Sewers
 - Drain
 - Parks
 - Tree Planting
 - Street Lighting
 - Community Buildings
 - Treatment and Disposal System of Sewage and Sullage water
 - Solid waste management and disposal works
 - Water conservation works
 - Energy management works
 - Fire protection and fire safety works
 - Social infrastructure and other public amenities
 - Other Miscellaneous Work
 - Structure Work
 - Site mobilization including site office & barricading
 - Excavation for Basements
 - Piling Work
 - P.C.C for raft & Wall
 - Water proofing for raft
 - RCC for raft foundation

- Retaining wall footing & walls
- Column upto basement slab
- Basement slab
- Brick Work
- Column upto 1st basement slab
- 1st Basement slab
- Column upto 2nd basement slab
- 2nd Basement slab
- Column upto 3rd basement slab
- 3rd Basement slab
- Stilt/ G.F.Columns
- Stilt/ G.F. Slab
- 1-First Column / Shear Wall
- 1-Floor Slab
- 2-Floor Column / Shear Wall
- 2-Floor Slab
- n-First Column / Shear Wall (n refers to total floor count in a tower)
- n-Floor Slab (n refers to total floor count in a tower)
- Finishing Work
 - Plaster
 - Flooring
 - Door / Window
 - Internal Painting
 - External finishing/Painting
 - Miscellaneous Finishing & Other Work
- MEP Work
 - Electrical Works
 - Fixtures
- Internal Work
 - Internal Services
 - Grill, Railing
 - Fire Fighting
 - Lift & Escalators
- Sales phasing for the unsold units and timelines for receipt of pending payments against the sold units
- Cost/expenditure schedule for
 - Timelines / schedule for incurring pending construction cost
 - Timelines / schedule for pending approval cost (cost for renewal of lapsed approvals and for obtaining pending approvals)
 - Timelines / schedule for payment of pending land payments
- Financing plan: Month / quarter wise cash flow (in/out) statement linked with cost of construction to complete the project

License/ Approvals Details

- Project Approvals:
 - Permit No. with permit date and validity details

- Approved Layout
- Sanctioned Letter
- Approved Map
- Approved Floor Plan of all types
- Details of Apartment / Flats / Shops / plots with floor no., type, count, Carpet area, balcony count and area, verandah count and area, garage count and area, open parking space count and area
- Copy of various approvals (license, fire NOC, AAI NOC, environmental approval, Electricity, Labour, ground water sanctioned plan, etc.) already obtained / applied for
- Soil testing report
- Structural safety certificate

Sales Details

- Sales MIS of the subject properties comprising of tower no., unit no., saleable area, categorization, total sale value, amount received, other charges (PLC, floor rise, club membership, car parking, etc.), sales plan, payment terms for pending receipts, etc.

Cost Details

- Total budgeted cost as well as cost incurred till date with a breakup for the same into the following heads:
 - **Land Development** (Barricading and boundary wall, site cleaning, soil layering and levelling, pavement / internal road, electric wiring and fixtures, water connections, sewerage connection and manholes, soft landscaping - parks / water bodies / plantation, rain water harvesting, approach to site road)
 - **Excavation/ Foundation** (excavation, levelling, PCC, foundation)
 - **Civil Construction** (retaining walls – basements, RCC, water tanks (overhead and underground), external brickwork, internal brickwork, external plaster and putty, internal plaster and putty (flats / common areas), waterproofing (Kitchen / Toilets / bathrooms / basements / balconies / terrace / water tanks), etc.
 - **Finishing** (flooring/skirting (dwelling units, common areas), kitchen platform, wall tiling / dado (Kitchens and bathrooms), modular kitchen, false ceiling (common areas, dwelling units), doors frames, doors shutters and panels, doors - finishing/polishing and fixtures (handles and locks), fire door frames & doors, fire window frames & shutters, windows frames, windows - shutters and glass panels, painting work (internal and external), balcony and staircase grills
 - **Mechanical, Electrical and Plumbing**
 - Electrical – conducting in slabs, conducting in walls, wiring, light/ electrical fixtures/ switches/ switchboard, meter rooms/panels
 - Fire-fighting work - piping and sprinklers, pumps, panels & hosepipe
 - Plumbing - concealed plumbing in toilets & kitchens, uptakes, horizontal ground level, down takes
 - Sanitary - fittings for toilets & kitchens
 - Lifts- procurement and installation
 - Basement Ventilation
 - Pump room and Water pumps

- **Others** (entrance lobby- finishing, Sewage treatment plant (structure, mechanical plant), building information system room, electric panel room, security guard room)
- In case of non-availability of some data, the consultants shall take relevant market precedence and estimate numbers to a max of 10% variations. The assumptions shall be documented and agreed with the Authority.
- Some of the developers have already submitted financial progress plan for their projects, in light of this, the Consultant would be required to review the proposed financial progress plan based on the collated information in reference to the project. This may include information collected from primary and secondary sources.
- All information collected including revised financial progress plans and revised delivery schedule from the developers needs to be cross-verified with the actual work at the project construction site and prevalent rates at the time of the actual execution of the work.
- Based on collated data from relevant and reliable sources, the Consultant shall create a project specific report card which will include but not limited to the following key parameters:
 - General information of the project
 - Project current status
 - Challenges faced by the project
 - Project financial health
 - Sold/un-sold units
- All observations and classifications have to be made in light of all applicable rules, regulations and by laws specifically U.P.RERA Rules and UP Apartments Act

Prepare Action plan

The Consultant shall create appropriate Action Plan (Mitigation Strategy) for all the categorized challenges preventing/ delaying project delivery. These mitigation proposals might be (but not limited to) the following:

- Lease determination
- Pitch-in : New developer
- Buy-back : Surrender of undeveloped land
- Consolidation of different projects
- Breaking the Project into smaller parts
- Additional FAR

Legal implications

Consultant also needs to look into the ongoing legal proceedings pertaining to project in various Courts of Law including NCLT, NCDRC and have to analyse and detail its implication on project delay and completion considering the Mitigation plan suggested.

PART B

Identify best Methodology, Draft Bid/ PMC documents formulation. Managing Bid process to on-board Developer for project completion and monitor the construction quality and progress (physical and financial) till completion of the project.

In case the authority directs to on-board the Developer as a measure to complete the projects following has to be undertaken by the consultant

Bid Process Management for selection of Developer

- Consult stakeholders like Buyers, concerned Authorities, Financial Institutions etc. Prepare presentation and facilitate required approvals.
- Preparing bid document detailing current status and project plan for completion of the project along with the contract value. Document should detail in
 - Description of the site
 - Design standard and guidelines especially with respect to material of construction
 - Quality assurance and safety measures to be adopted
 - Forms and certificate obtained so far and to be obtained
 - Project plan along with payment schedule
 - Terms and conditions of the contract
- Evaluation of the bid submitted
- Signing of Contract Agreement

Monitoring the Construction quality and Progress

Monitor physical progress, financial progress, commercial performance, project quality, compliance to statutes and other requirements. Such reviews to be conducted periodically over the entire construction period:

- i) Report on Physical progress of the project
 - a) Review the physical performance accomplished in the project with respect to the projected milestone
 - b) Review of rescheduling of the milestone based on progress
 - c) Report on abnormal delays in project if any and advice on remedial measures
- ii) Report on Quality Assurance Systems and project quality
 - a) Report on methodology and frequency of tests carried out by the contractor and quality assurance consultants. Ensure that they are in line with good industry practices.
 - b) Confirm that the materials used for construction are as per the specifications of contract agreement.
 - c) Report about cases of non-conformance from quality reviews based on available documents and interactions.
- iii) Report on performance and Financial progress of the project
 - a) Performance:

- Review and report on performance of contractors under the project with respect to terms and conditions, i.e. performance with respect to clauses such as – guarantee / warranty, defects–liability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanisms, etc.
 - Highlight and report on enforcement of critical contractual terms and conditions by either party that has an impact on time and cost of the project.
 - Suggest remedial measures to improve performance
- b) Financial Progress of the Project:
- Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipts statements.
 - Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.
 - Report on utilization of funds in verification with bank reconciliation statements.
 - Remedial measures to improve financial progress
- iv) Report any major variation in overall project cost, due to changes in the Bill of Quantities as per the contract.
- v) Compliance to statutory requirement
- Report on compliance to central and state environment agencies.
 - Report on provision, installation and usage of health and safety equipments, procedures and practices at the site by visual observation and examination of records.

3.3 Team Structure

Team Leader – 10 years’ experience

- Post graduate Degree holder in Project/Construction Management or Planning with CA or MBA (Finance).
- Minimum 5 years post qualification experience in real estate industry.
- Specific experience in construction project management, project formulation,
- Feasibilities & detailed project reports of real estate projects, Construction monitoring and financial due diligence of real estate projects.
- Should have done project management of min 3 large real estate projects and should have worked across the country to be able to draw in from experience of working in other geographies.

Real Estate Consultant – 8 years’ experience

- Master degree in planning with specialization in housing.
- Minimum 3 years post qualification experience in real estate industry.
- Specific experience in project formulation, feasibilities and detailed project reports of real estate projects.

Financial Consultant – 8 years’ experience

- Chartered Accountant / MBA with specialization in Finance.
- Minimum of 5 years post qualification experience in real estate sector, financial modeling, feasibility studies, financial due diligence of real estate projects in India.

<ul style="list-style-type: none"> ➤ Should have done project management of min 2 real estate projects with the valuation of minimum 200 Cr. ➤ Regional experience would be preferable.
Technical Consultant – 8 years’ experience <ul style="list-style-type: none"> ➤ Graduate Degree holder in Civil Engineering from reputed engineering institute. ➤ Minimum 5 years of experience in the field of civil engineering of real estate projects
Total – 4

3.4 Payment schedule, deliverables and timelines

The overall period of the engagement of the Empanelled Consultants shall be thirty six (36) months from the date of signing the contract, with the provision for extension based on requirement. As and when there is a need to conduct evaluation exercise for a particular project, the Authority will ask the Empanelled Consultants to submit their quote which should be inclusive of

- Manpower cost
- Travel, boarding and lodging at project location
- Cost for usage of digital equipment / laptop / stationary
- Any other expenses

The payment schedule will be as follows:

S.No.	Deliverables	Timelines	Payment
Part A			
1.	Draft Report and presentation as per part A under Scope of Work	T+ 1 month	50%
2.	Final Report and Presentation	T + 1.5 month	50%
Part B			
3.	<ul style="list-style-type: none"> • Creating Bid Process Document • Floating Bid, Evaluating Response and onboarding Developer 	T1 + 2 weeks T1+ 2 months	To Be Paid on monthly basis (total amount quoted will be disturbed equally over the months of engagement)
4.	Monitoring the Construction quality and Progress	T1 + N months	

Where T and T1 is the start of the engagement for Part A and Part B respectively. N is the number of months to get the project completed.

The Consultant needs to quote fees for both Part A and Part B as a response to request for quotation. The fee for Part B would be paid if Authority approves a go ahead for the completion of project by on-boarding Developer.

3.5 Support from the Authority

During the Project, the Firms shall work in close co-ordination with the Authority and the Authority shall provide (or cause others to provide) the following support to the Consulting Firm and its permanent team members:

1. Regular review and approval of all the documents submitted to the Authority
2. Co-ordination support from respective government agencies and other stakeholders
3. Information, resources and assistance (including access to records, systems, and people) required to perform the Services

4 Eligibility and Evaluation criteria

4.1 Eligibility criteria

The Applicants should meet all criteria provided below:

- a) The Applicant firm shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.
- b) The Applicant firm must have a minimum annual turnover of INR 20crore during each of the last three (3) years ending on 31st March, 2019 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years.
- c) The Applicant firm should have a permanent staff of at least 50 personnel
- d) The Applicant firm should have completed at least ten(10) projects for Government organizations/ agencies (Departments/ Semi Government or Autonomous Bodies/ PSUs/ Development Authorities) in the areas of Construction Project Evaluation, with five (5) of them related to Real Estate Projects.
- e) The Applicant firm or any partner of the firm in discharge of his / her work has not been debarred or been disqualified by any regulatory authority / Court.
- f) The Bid document fee and EMD as specified in the Data Sheet must be submitted.

Evaluation criteria

The successful applicant shall be selected on the basis of evaluation criteria, sub-criteria and points system as given below:

#	Criteria	Max marks
1	<p>Financial Capability</p> <p>Annual Average Turnover for the last three (3) years:</p> <ul style="list-style-type: none"> ▪ Ten (5) marks for turnover >INR 20crore and <=INR 50 crore ▪ Fifteen (10) marks for turnover >INR 50 crore and <=INR 100 crore ▪ Twenty (15) marks for turnover >INR 100crore <p>[Audited financial statements for last 3 years to be submitted¹]</p>	15
2	<p>Relevant Experience in providing consultancy services in the below indicated fields</p> <ul style="list-style-type: none"> ▪ Real Estate Advisory (Reporting, Benchmarking, Service levels & costs etc) ▪ Financial feasibility modelling studies for Real Estate Projects ▪ Transaction management for Real Estate Projects ▪ Real Estate Market analysis & Financial Due-Diligence ▪ Legal Due-Diligence for Real Estate Projects <p>Each experience shall have: 2.5 marks</p> <p>[Description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Documentary evidence should be duly submitted]</p>	25
3	<p>Experience of monitoring construction project(s) having gross project cost of at least INR 250 crores.</p> <p>Each experience shall have 2.5 marks.</p> <p>[Description of assignments including client name, job title, scope of services, date of assignment award and completion, deal size and other key details. Documentary evidence should be duly submitted]</p>	10
4	<p>Experience of Key Personnel</p> <ul style="list-style-type: none"> ▪ Team Leader: 5 marks ▪ Real Estate Expert: 5 marks ▪ Financial Expert: 5 marks ▪ Technical Consultant: 5marks <p>The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights:</p>	20

¹In case Audited statements for FY2017-18 are not available, provisional financial statements can be provided.

	<ul style="list-style-type: none"> ▪ General qualifications (general education, training, and experience):25% weightage ▪ Adequacy for the Project (relevant education, training, experience in Similar Projects) : 50% weightage ▪ Years of experience in similar role: 25% weightage 	
5	Approach & Methodology: Applicant's capability, understanding, approach, proposed solutions, appreciation of requirements, and suggestions on Proposed Approach and Methodology and CVs of personnel committed to the Project	20
6	Understanding of the project: <ul style="list-style-type: none"> • Understanding of the Act • Expected impact of the Act on the sector • Challenges in the real estate sector • Role of Authority (U.P.RERA), its processes and functions 	10
Total Score		100

The Applicant firms will be required to make a presentation before the authority on time, date and place specified by it for assessment on criteria 5 & 6. Minimum score of 60 marks is required in the evaluation process to be considered for empanelment.

All (project) experiences submitted for eligibility and evaluation must be supported by Work Orders/ Signed Contracts /Completion Certificates, clearly indicating the value of the (project) experiences.

One (project) experience cannot be claimed against more than one criteria given above. In case an Applicant submits the same project under two categories, the submission against first category will be considered.

The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for evaluation must have been executed as the primary/ lead Consulting Firm by the Applicant's legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

A working space may be provided to the consultant(s) in Authority's office if required to collect/collate data and in normal days the team can work from their own offices. However, the key team members have to be available for all discussions / meetings which may even be called at short notice.

5 Instructions to Applicants

A. General instructions

1. Number of Proposals and respondents

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. Consortium is not allowed under this RFP.
- 1.3. Sub-contracting is not allowed under this RFP

2. Proposal preparation cost

- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the Proposals

- 3.1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Authority reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - 3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

4. Amendment of the RFP

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <http://www.up-rera.in/> through a corrigendum and form an integral part of the e-bid/RFP document. The relevant clauses of the e-bid/RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above mentioned websites from time to time for any amendment in the RFP document/s. In case of failure by the Applicant to get the amendments, if any, the Authority shall not be responsible for it.
- 4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the Proposal Due Date.

5. Data identification and collection

- 5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Applicant has:
 - 5.2.1. Made a complete and careful examination and accepted the RFP in totality;
 - 5.2.2. Received all relevant information requested from Authority and;
 - 5.2.3. Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.3. Authority shall not be liable for any mistake or error on the part of the Applicant in respect of the above.
- 5.4. In case the Applicant seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet prior to the Last Date for Submission of Queries mentioned in the Data Sheet.

B. Preparation and submission of Proposals

6. Language

6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

7. Proposal validity period and extension

- 7.1. Proposals shall remain valid for a period of One Hundred and Eighty (180) days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Applicant's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

8. Format and signing of Proposals

- 8.1. The Applicants shall prepare electronic copies of the e-bid/Proposal..
- 8.2. Applicants should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- 8.3. The e-Bid document shall be digitally signed, at the time of uploading, by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- 8.4. In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

9. Submission of e-bid/Proposal

- 9.1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Applicants to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on

the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.

9.2. The Applicants have to follow the following instructions for submission:

- 9.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Applicants must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- 9.2.2. In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- 9.2.3. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- 9.2.4. The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.
- 9.2.5. After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal

submission time otherwise the e-bid/Proposal submitted will not be accepted.

- 9.2.6. Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- 9.2.7. The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- 9.2.8. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 9.2.9. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

10. Deadline for submission

- 10.1. E-bid/Proposal must be submitted by the Applicant at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

11. Late submission

- 11.1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

12. Withdrawal and resubmission of Proposal

- 12.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in> The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids

submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

- 12.2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeiture of his/her e-bid/Proposal security.
- 12.3. The Applicant can re-submit his/her e-bid/Proposal as and when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- 12.4. The Applicant can submit their revised e-bids/Proposals as many times as required by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- 12.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

13. Selection of the Third Party Real Estate Construction Consulting Firms

- 13.1. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

C. Proposal opening

14. Opening of Proposals

- 14.1. Authority will open all e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the Authority office.
- 14.2. The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening

being declared a holiday for the Authority, the e –bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

- 14.3. The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the specifications and qualification requirement shall be notified subsequently.
- 14.4. The Authority will prepare minutes of e-bid/Proposal opening.
- 14.5. After evaluation of e-Bid/Proposal, through the evaluation committee the Authority shall notify those Applicants whose e-Bids/Proposals were considered non-responsive to the conditions of the contract and not meeting the specifications and qualification requirements.
- 14.6. The Authority will simultaneously notify the Applicants, whose e-Bids/Proposals were considered acceptable to the Authority. The notification may be sent on the e-mail provided by Applicant.

15. Confidentiality

- 15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Firms shall not be disclosed to any person not officially concerned with the process.
- 15.2. After opening of the e-Bids/Proposals, no information relating to the examination, clarification, evaluation and comparison of e-Bids/Proposals and recommendations concerning the award of contract shall be disclosed to Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

16. Tests of responsiveness

- 16.1. Prior to the evaluation of the Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:
 - 16.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.
 - 16.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
 - 16.1.3. It contains all information as desired in this RFP.
 - 16.1.4. Information is provided as per the formats specified in the RFP.
 - 16.1.5. It mentions the validity period as set out in Clause 7.
 - 16.1.6. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS as specified in the Date Sheet of this RFP.
 - 16.1.7. The selected Applicant shall furnish a Performance Guarantee at the time of contract signing amounting to INR 5,00,000 (Five lakh only) in form of Bank Guarantee (BG), which should be valid for 42 months. The BG shall be returned or extended after the expiry of the project period as the case may be. The BG can be from any Nationalised or Scheduled Bank.
- 16.2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

17. Clarifications sought by Authority

- 17.1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Applicant for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

18. Proposal evaluation

- 18.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 16. All Proposals found to be substantially responsive shall be evaluated as per the Evaluation Criteria set out in this RFP.
- 18.2. The Proposal of the Applicant/s who do not meet the Eligibility Criteria shall not be considered for further process.

19. Notifications

19.1. Authority will notify the successful Applicant by letter.

6 General Conditions (GC) of Contract

1. General Provisions

1.1 Definitions

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

- a) "Firm" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- b) "Client" means the agency with which the Firm signs the Contract for the Services i.e. Real Estate Regulatory Authority, Uttar Pradesh
- c) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- d) "Government" means the Government of the Client's state
- e) "Party" means the Client or the Firm, as the case may be, and "Parties" means both of them
- f) "Personnel" means professionals and support staff provided by the Firm assigned to perform the Services or any part thereof
- g) "Services" means the work to be performed by the Firm pursuant to the Contract.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.5 Authorized Representatives

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

1.6 Taxes and Duties

GST shall be paid by the Authority additionally on the professional fee agreed as part of this Contract.

1.7 Fraud and Corruption

- 1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) “collusive practices” means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.7.2 Measures to be taken

The Client will cancel the contract if representatives of the Firm are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Firm, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8 Limitation of Liability

The Contract will require that the aggregate liability of the Firm under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Firm hereunder. The preceding limitation shall not apply to liability arising as a result of the Firm's fraud in performance of the services hereunder.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Firm shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

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

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance

of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm shall be entitled to continue being empanelled under the terms of this Contract

2.6 Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Firm, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Firm becomes insolvent or bankrupt.
- c) If the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Firm are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

2.6.2 By the Firm

The Firm may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Firm that such payment is overdue.
- b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Firm:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Firm

3.1 Standard of Performance

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

3.2 Confidentiality

Except with the prior written consent of the Client, the Firm and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Firm and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of three (3) years from the date of termination of this Agreement.

3.3 Documents prepared by the Firm to be the property of the Client

All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that Firmown in performing the Services shall remain with Firm. Notwithstanding the delivery of any Services, Firmretain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Firmcompile and retain in connection with the Services (but not Client Information reflected in them).

3.4 Accounting

The Firmshall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Client

4.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Firm such assistance and exemptions as specified in the Contract.

4.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Firmunder this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Firm

5.1 Professional fee and Payments

The total payment due to the Firm selected to conduct Third Party Real Estate Construction Consulting for a specific project based on quotes submitted, shall be governed by the Contract Price which will be as per the quotes submitted by the Firm at the time of request for quotes requested by authority to conduct evaluation real estate project and provide reports pertaining to quality and progress (physical and financial) of construction done so far as and when required for a specific Project.

5.2 Terms and Conditions of Payment

Payments will be madeto the account of the Firm and according to the payment schedule stated in Section 3.2. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Firm’s income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Good Faith and Indemnity

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

6.2 To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Firm against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Firm have specifically authorized, in writing, the third party's reliance on the Report.

7. Settlement of Disputes

7.1 This Contract shall be governed by, and construed in accordance with, the laws of India.

7.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

7.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Lucknow, India. The language of arbitration shall be English.

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.

7.4 Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.

7 Technical Proposal - Standard Forms

Form-1 Proposal Submission Form

Form-2 Applicant's Organization and Experience

A Applicant's Organization

B Applicant's Experience

Form-3 Description of the Approach, Methodology and Work Plan for performing the assignment

Form-4 Team Composition and Task Assignments

Form-5 Curriculum Vitae (CV) for Proposed Professional Staff

7.1 Form 1: Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Proposal.

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

We undertake, if our Proposal is accepted, to initiate the Consulting services related to the assignment at a date mutually agreed between us.

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

We remain,
Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

7.2 Form 2: Applicant's Organization and Experience

7.2.1 A - Applicant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

7.2.2 B - Applicant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Consulting services similar to the ones requested under this assignment]

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of man-months of the assignment:
Address:	Amount of Consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Firm, if any:	N ^o of professional man-months provided by associated Firms:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	

7.3 Form 3: Description of Approach, Methodology and Work Plan for Performing the Assignment

Approach, methodology and work plan are key components of the Proposal. You are suggested to present your Proposal (Maximum 15 pages, inclusive of charts and diagrams) divided into the following two chapters:

- a) Approach and Methodology,*
- b) Organization and Staffing,*

a) Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.

7.4 Form 4: Team Composition and Task Assignments

Name of staff	Qualification details	Number of years of experience	Proposed position and Area of Expertise

7.5 Form 5: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed position:** _____
2. **Name of staff** [*Insert full name*]: _____
3. **Date of Birth:** _____ **Nationality:** _____
4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

5. **Membership of professional associations:** _____

6. **Other training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

7. **Countries of work experience:** [*List countries where staff has worked in the last ten years*]: _____

8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]

9. **Employment record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
From [Year]: ____ To [Year]: _____
Employer: _____
Positions held: _____
10. **Work undertaken that best illustrates capability to handle the tasks assigned** [*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]
Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project feature/Activities performed: _____