

DESTINATION DEVELOPMENT

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE

OLD MANGALORE TOWN, DAKSHIN KANNADA

INSTRUCTION TO BIDDERS (ITB)



Karnataka
One state. Many worlds.
Department of Tourism

SELECTION OF CONSULTANT(S)
FOR
PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR

**DESTINATION DEVELOPMENT,
OLD MANGALORE TOWN,
DAKSHIN KANNADA**

KARNATAKA TOURISM VISION GROUP (KTVG)
April, 2015



Infrastructure Development Corporation (Karnataka) Limited
9/7, K.C.N Bhavan, Yamunabai Road
Madhavnagar Extension
Off Race Course Road, Bangalore – 56 0001
www.ideck.in



SECTION I

INSTRUCTION TO BIDDERS

DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE



Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of iDeCK 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. However, each Applicant should 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.

iDeCK, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 arising in any way from this Selection Process.



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1. INTRODUCTION

1.1 Background

1.1.1 The Government of Karnataka (GoK) has set up the Karnataka Tourism Vision Group (“**KTVG**”) to advise GoK on the way ahead for the tourism sector and to provide a road map for making Karnataka a preferred tourist destination on par with other international destinations. The KTVG submitted its recommendations to GoK in January, 2014 (<http://karnatakaturism.org/policy/Vision%20Group.pdf>).

1.1.2 GoK has made an initial allocation of Rs.50 Crores to implement the recommendations of the KTVG. The KTVG and the Department of Tourism, Government of Karnataka (“**DoT**”) have appointed Infrastructure Development Corporation (Karnataka) Limited (“**iDeCK**”) to provide assistance in undertaking the Projects recommended by KTVG.

1.1.3 In phase I, the following projects are being taken up for preparation of DPR:

- a. Kittur Fort, Belgaum
- b. Haliyal Fort, Nisarga Dhama, Uttara Kannada
- c. Maulangi Falls, Uttara Kannada
- d. Old Mangalore Town, Dakshin Kannada
- e. Srirangapatna Town, Mandya

1.1.4 This RFP is for development/improvement of tourism infrastructure at Old Mangalore Town, Dakshin Kannada (the “**Project**”).

1.1.5 iDeCK has been authorized by the Empowered Committee of KTVG (the “**EC-KTVG**”) to invite Proposals (the “**Proposals**”) for selection of a Consultant (“**Consultant**”) for Preparation of Detailed Project Report for the Project (hereinafter referred to as the “**Consultancy**”) in accordance with the Terms of Reference (the “**TOR**”).

1.2 Brief description of the Selection Process

1.2.1 A Quality-cum-Cost-Based-Selection (QCBS) process (collectively the “Selection Process”) would be used for selection of the Consultant. The evaluation and selection process has been explained in Section 4.

1.2.2 A consultant would not be awarded more than two assignments simultaneously. The process for evaluation of multiple assignments and award has been set out in Annexure 1.



1.3 Schedule of Selection Process

Sl No	Event Description	Date
1	Last date for receiving queries/clarifications	4 th May, 2015
2	Pre-Proposal Conference	4 th May, 2015 at 11:00 Hours at the venue mentioned below
3	Response to queries	6 th May, 2015
4	Proposal Due Date or PDD	12 th May, 2015 at 16:00 Hours
5	Opening of Technical Proposal	12 th May, 2015 at 16.30 Hours at the below mentioned venue
6	Presentation on Technical Proposal	Will be intimated to Qualified Applicants
7	Opening of Financial Proposal	Will be intimated to Technically Qualified Applicants
8	Letter of Award (LOA)	Within 7 days from completion of selection process
9	Signing of Agreement	Within 7 days of award of LOA

Venue Details:

Conference Room

Infrastructure Development Corporation (Karnataka) Limited

9/7, K.C.N. Bhavan, Yamunabai Road,

Madhav Nagar Extension,

Off Race Course Road

Bangalore - 560 001



2. TERMS OF REFERENCE

2.1 Scope of Consultancy

Part A: Project Concept Report

The Consultant shall submit a Concept Report consisting of the following:

- a. Overall thematic concept for the development of Old Mangalore Port Area. The Consultant may need to present up to three alternate thematic concepts
- b. The thematic concepts would be developed based on the historical background of the area, the target tourist audience and proposed positioning of the Old Mangalore Port Precinct.

Deliverable: Project Concept Report and Presentations to DoT and KTVG

Part B: Preliminary Design Report

The Consultant shall prepare the preliminary design report for the thematic concept approved by DoT and KTVG consisting of the following:

- a. Drawing up the typical tourist circuit within Old Mangalore Port Precinct, clearly identifying the location and area of each tourist Location of Interest (LoI)
- b. Assessment of existing facilities at the LoIs, both, availability of public utilities (such as drinking water, public conveniences, drainage, sewerage, power, lighting, transportation linkages and other relevant services) and facilities for enhancing the tourist experience (information kiosks, food courts etc.)
- c. Drawing up an inventory of Points of Interest (PoI) in Old Mangalore Port precinct (tangible and intangible) for each LoI and its documentation. Since the town has multiple Locations of Interest (LoI), each of the LoI may have separate set of PoIs
- d. Broad story-line for providing a wholesome experience for a tourist visiting the precinct
- e. Tourism infrastructure upgradation plan for Old Mangalore Port Precinct. The consultant shall evaluate the inclusion of suitable tourism related infrastructure at the project site, such as:
 - Upgradation of roads
 - Information Centres
 - Waiting lounges/ areas
 - Toilets/ washrooms
 - Parking Spaces
 - Food Courts
 - Walkways
 - Signages
 - Lighting



- f. Preliminary layout designs for proposed facilities. All proposed facilities should be designed keeping in view the target requirements and congruence with the overall aesthetics of the site.
- g. Broad cost estimates for the proposed preliminary designs.

The consultant may need to submit upto three concept designs for the facilities proposed for consideration of the DoT and KTVG.

Deliverable: Preliminary Design Report and Presentations to DoT and KTVG

Part C: Detailed Design Report

Based on the Preliminary Design approved by the DoT (along with KTVG), the Consultant shall prepare the detailed design report consisting of the following:

- i. Detailed designs of all the physical components of the project. The Consultant shall study the existing planning and development regulations applicable to project site and ensure compliance to the same.
- ii. The detailed technical specifications, bill of quantities and the cost estimates for all the physical components. The Consultant shall provide all calculations and details required for third party peer review / audit and clarify any queries raised by the peer reviewer.

Part D: Preparation of Narratives

The Consultant would be required to prepare narratives for the tourist destination. The services shall include:

- i. Creation of a storyline through study of the heritage, features, assets and existing experiences that can be used to create a unique and compelling identity for the Old Mangalore Port Precinct
- ii. Preparation of narratives based on the above storyline
- iii. Guidelines to ensure that all organizations promoting the destination are using the same language, logos and thematic representations for communicating with potential tourists in a consistent manner.
- iv. Content for preparation of postcards, pamphlets and other literature for the tourists at the destination.

Deliverable: Detailed Design Report and Presentations to DoT and KTVG



Part E: Assistance in the bid process for Contractor Selection

The consultant would assist in providing all necessary technical documents for the selection of Contractor. The services to be provided would include the following:

- technical vetting of the bid documents,
- participation in the pre-bid meeting,
- responses to technical queries
- assistance in technical evaluation of the proposals received.

Deliverable: Technical Evaluation Report

Part F: Project Monitoring during Construction

The consultant would be required to provide project monitoring and construction supervision services during the construction period. This would require the Consultant to deploy manpower for supervision and monitoring of progress of work at the Site, checking for quality adherence and checking of bills for payment submitted by the contractor.

2.2 Time Frame and Deliverables

The Consultant shall adhere to the following timelines for submission of deliverables (the “**Deliverables**”) during the course of this Consultancy.

S. No.	Description of Milestones	Timelines from the date of signing the Agreement
1	Concept Report	15 days
2	Preliminary Report	30 days
3	Draft Detailed Project Report including cost estimates and Narratives	60 days
4	Final Detailed Project Report	70 days
5	Technical Bid Evaluation Report	As per bid process schedule
6	Monthly Construction Supervision Report	Monthly during the construction period

The Consultant shall submit all the deliverables in the following format:

- a) Three hard copies
- b) One soft copy in editable form and one in non-editable form
- c) Detailed Drawings on A-1. Other drawings as per reasonable size.



2.3 Time and Payment Schedule

The payment schedule shall be as below:

S. No.	Milestones	Payment Schedule
A	Project Preparation Stage	30% of Total Fee
1	Approval of Concept Report	10%
2	Approval of Preliminary Report	20%
3	Approval of Draft Detailed Project Report including cost estimates and Narratives	40%
4	Approval of Final Detailed Project Report	20%
5	Approval of Technical Evaluation Report	10%
B	Project Implementation Stage	70% of Total Fee
1	Approval of Construction Supervision Report	Fees paid monthly pro-rated over the estimated period of construction



3. INSTRUCTIONS TO APPLICANTS

A. GENERAL

3.1 Eligible Applicants and Experience

3.1.1 The Applicant should fulfill the following:

A. Must be a business entity ("**Business Entity**"). For the purpose of this RFP document, a single Business Entity shall mean any of the following:

- a sole proprietorship firm registered under the Proprietorship Act;
- a partnership firm registered under the Indian Partnership Act, 1932;
- a society registered under the Societies Registration Act, 1860 or other similar State legislations;
- a company registered in India under the Companies Act, 2013;
- a trust registered under the Indian Trusts Act 1882;
- a co-operative society registered under the Co-Operative Societies Act, 1912.

No Consortium or Joint Venture is allowed to participate in the Selection Process.

B. Should have over the past 3 (three) Financial Years preceding the Proposal Due Date undertaken preparation of atleast 2 Detailed Project Reports/Feasibility Studies/Project Reports for development of any archaeological site/heritage site/historical site/monument Experience of preparation of Detailed Project Reports /Feasibility Studies/ Project Reports for development of any archaeological /heritage /historical sites or monuments with fee income to the Applicant of Rs. 20 (Twenty) Lakhs Only.

Note: The Experience of parent/subsidiary/associate entities of the Applicant would not be considered for evaluation.

C. Should have a minimum Average Annual Turnover of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) for the last three completed financial years (FY 2011-12, 2012-13 and 2013-14) (the "Financial Capacity"), and

D. The Consultancy Team should consist of the following key personnel (the "**Key Personnel**") having the following qualification & experience and shall discharge their respective responsibilities as specified in the table below:

Key Personnel	Length of Professional Experience	Educational Qualification	Experience	Responsibility
Architect – Team Leader	10 years	Post Graduate in Architecture	Should have been working as an architect and should be employed with the	He would be leading, co-coordinating and

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Key Personnel	Length of Professional Experience	Educational Qualification	Experience	Responsibility
			Applicant firm for at least six months preceding the Proposal Due Date with experience in urban design/ heritage/conservation projects	supervising the team in for the Consultancy.
Conservation Architect / Engineer	10 years	Post Graduate in Architecture / Civil Engineering	Should have worked as a Conservation Architect for heritage/ conservation project experience	He would be responsible for providing conservation requirements for improvement of project site
Historian	10 years	Post Graduate in History	Should have authored a write-up or narrative of any archaeological/ heritage/ historical site or monument in Karnataka and the same should have been published in any book, journal, newspapers.	He would be responsible to provide the historical narrative and write ups about the Old Mangalore Town, Dakshin Kannada.
Civil Engineer	10 years	Post Graduate in Civil Engineering	Should have been working as a Civil Engineer for a period of at least 10 years.	He would be responsible for providing construction specifications and structural designs, as required for the Consultancy.

Note:

- The Architect should also submit a copy of the certificate of registration with the Council of Architecture.
- The Historian should also submit a copy of the write-ups/narratives authored by him.
- The Conservation Architect, Civil Engineer, and Historian proposed need not be employees of the Applicant and may be hired as sub-consultants for the Project.
- The Applicant shall submit a project team chart with resource allocation for the project and key personnel CV.



3.2 Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

3.3 Clarifications

3.3.1 Any clarification on the RFP may be sent to iDeCK in writing before the date mentioned in the Schedule of Selection Process at Clause 1.3.

3.3.2 The envelopes shall clearly bear the following identification: **“Queries concerning RFP for Selection of Consultant(s) for Preparation of Detailed Project Report for Destination Development, Old Mangalore Town, Dakshin Kannada”**.

3.3.3 The responses will be uploaded on the iDeCK’s website (www.ideck.in) /Department of Tourism website (www.karnatakaturism.org).

3.4 Amendment of RFP

3.4.1 At any time prior to the deadline for submission of Proposal, iDeCK may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment.

3.5 Communications

3.5.1 All communications including the submission of Proposal should be addressed to

The Project Manager,

KTVG Projects

Infrastructure Development Corporation (Karnataka) Limited

9/7, K.C.N. Bhavan, Yamunabai Road,

Madhavnagar Extension, Off Race Course Road

Bangalore - 560 001

Ph : 080 – 4344 8000

3.6 Acknowledgement by Applicant

3.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from iDeCK;
- satisfied itself about all matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- acknowledged that it does not have a Conflict of Interest.



3.7 Proprietary data

All documents and other information provided or submitted by an Applicant to iDeCK shall become the property of KTVG.

3.8 Cost of Proposal

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal. EC-KTVG/iDeCK shall not be liable in any manner whatsoever for the same regardless of the conduct or outcome of the Selection Process.

3.9 Number of Proposals

No Applicant or its Associate¹ shall submit more than one Proposal for the Consultancy.

3.10 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 (ninety) days from the Proposal Due Date (the “PDD”).

3.11 Conflict of Interest

The Consultant shall provide professional, objective, and impartial advice and at all times hold GoK's interests paramount. The Consultant shall not accept or engage in any assignment with other clients that may place it in a position of not being able to carry out the assignment in the best interests of GoK.

B. PREPARATION AND SUBMISSION OF PROPOSAL

3.12 Language

The Proposal and all communications shall be in English language. In case any of the documents is in any other language, it must be accompanied by an accurate translation of the relevant passages in English, and in which case, for purposes of interpretation of the Proposal, the translation in English shall prevail.

¹ For purposes of this RFP, Associate means, in relation to an Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company registered under the Indian Companies Act or an equivalent law abroad or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.



3.13 Format and Signing of Proposal

3.13.1 The Applicant shall provide all the information sought under this RFP in the formats provided in this RFP. Incomplete and /or conditional Proposals may lead to rejection.

3.13.2 The Applicant shall prepare one original set of the Proposal clearly marked “**ORIGINAL**”.

3.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- (a) by the proprietor or a duly authorized person holding the Power of Attorney, in case of a proprietary firm; or
- (b) by a partner or a duly authorized person holding the Power of Attorney, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by a trustee or by a duly authorized person holding the Power of Attorney in case of a trust; or
- (e) by a duly authorized person holding the Power of Attorney, in case of society or co-operative.

A copy of the Power of Attorney certified by the authorized signatory of the Applicant in the form specified in Appendix-I Form- 3) shall accompany the Proposal.

3.14 Technical Proposal

3.14.1 The technical proposal should contain Form 1 to Form 9 of Appendix –I in the format specified in the RFP (the “**Technical Proposal**”).

3.14.2 Failure to comply with the requirements spelt out in this Clause 3.14 shall make the Proposal liable for rejection.

3.14.3 If any Applicant/Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, the Applicant and the Key Personnel shall be liable to be debarred for any future assignments of GoK for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

3.14.4 The proposed Key Personnel should have the requisite managerial/support staff (“**Support Personnel**”) to ensure timely completion of the Consultancy within the specified time



schedule. The CV of each Key Personnel should be submitted in the format at Form-8 of Appendix-I.

3.14.5 iDeCK reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP.

3.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing to this effect.

3.15 Financial Proposal

3.15.1 Applicants shall submit the financial proposal in the formats provided at Form 1 and Form 2 of Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.16 Sealing, Marking and Submission of the Proposal

3.16.1 The Applicant shall ensure that the Proposals (i.e both Technical Proposal and Financial Proposal) are prepared in the prescribed format with all pages numbered serially and by giving an index of submission. Any attachment to the prescribed forms (like printed annual statements, company brochures, copy of contracts etc.) must be provided as part of the bound proposal document. No separate documents or loose sheets will be entertained.

3.16.2 The Technical and Financial Proposal should be placed in separate covers and sealed and marked “Technical Proposal” and “Financial Proposal” respectively. These shall then be placed in a single outer envelope and sealed and be addressed to The Project Manager, and submitted by hand/mail/courier at the address specified in Clause 1.3, the name of the Consultancy i.e. “**Preparation of Detailed Project Report for Destination Development, Old Mangalore Town, Dakshin Kannada**”, and the name and address of the Applicant.

3.16.3 If the envelope is not sealed and marked as instructed above, iDeCK assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

3.16.4 Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.



3.17 **Proposal Due Date**

3.17.1 Proposal should be submitted to on or before the Proposal Due Date specified at Clause 1.3.

3.17.2 iDeCK may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 3.4.

3.18 **Late Proposals**

Proposals received by iDeCK after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

3.19 **Modification/ substitution/ withdrawal of Proposals**

3.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission prior to the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date

3.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 3.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

D. EVALUATION PROCESS

3.20 **Evaluation of Proposals**

3.20.1 iDeCK shall open the Proposals as per the Schedule of Selection Process in the presence of the Applicants who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be kept sealed and opened at a later date.

3.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 3.19 shall not be opened.

3.20.3 Prior to evaluation of Proposals, iDeCK will determine whether each Proposal is responsive to the requirements of the RFP. iDeCK may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof;
- (c) it is accompanied by the Power of Attorney;
- (d) it is not subject to any conditions specially set out by the Applicant.

3.20.4 iDeCK/EC-KTVG reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by in respect of such Proposals.



3.20.5 The Proposals shall be examined and evaluated in accordance with the criteria set out in Section 4 of this RFP.

3.21 Clarifications

3.21.1 To facilitate evaluation of Proposals, iDeCK may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by iDeCK for this purpose.

3.21.2 If an Applicant does not provide clarifications sought under Clause 3.21.1 above within the specified time, its Proposal shall be liable for rejection or iDeCK may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation.

3.22 Right to reject any or all Proposals

3.22.1 Notwithstanding anything contained in this RFP, iDeCK/EC-KTVG reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.22.2 Without prejudice to the generality of Clause 3.22.1, iDeCK/EC-KTVG reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified, the supplemental information sought for evaluation of the Proposal.

3.22.3 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the preferred Applicant gets disqualified/rejected, then EC-KTVG reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of EC-KTVG, including annulment of the Selection Process.

3.23 Fraud or Corrupt Practice

3.23.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, iDeCK shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. GoK may also, in its sole discretion, debar the Applicant (including



its Associates) in participating in any of the tender processes in the state for any time period determined by it.

E. APPOINTMENT OF CONSULTANT

3.24 Negotiations

3.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, iDeCK reserves the right to designate the next best Applicant as the Selected Applicant and invite it for negotiations.

3.25 Substitution of Key Personnel

3.25.1 EC-KTVG will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the Applicants are qualified based on the evaluation of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of EC-KTVG.

3.25.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

3.26 Commencement of assignment

The Consultant shall commence the Consultancy at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, EC-KTVG may invite the second best Applicant for negotiations.



4. EVALUATION OF PROPOSALS

4.1 Evaluation of Experience of the Applicant

4.1.1 All Applicants whose Proposals are found to be responsive and have fulfilled the qualification criteria specified in Clause A shall be given marks in accordance with the parameters set out in the table below:

SI No	Parameter	Evaluation Criteria	Maximum Marks												
1	Experience of preparation of Detailed Project Reports /Feasibility Studies/ Project Reports for development of any archaeological /heritage /historical sites or monuments with fee income to the Applicant of Rs. 20 (Twenty) Lakhs Only	<ul style="list-style-type: none">▪ at least 2 (two) assignments = 20 marks.▪ more than 2 (two) assignments = 5 marks each additional assignment subject to the maximum of 10 marks	30 marks												
2	Relevant Experience of Key personnel		45												
	<table><tr><th>Key Personnel</th><th>Max Marks</th><th>Criteria</th></tr><tr><td>Architect – Team Leader</td><td>15</td><td><ul style="list-style-type: none">• Registered with the Council of Architecture : 1 mark• Worked as an Architect for more than 10 years : 2 marks for each additional year of experience subject to the maximum of 6 marks• Experience in Concept Design for redevelopment of heritage site/monuments : 4 marks for each project subject to the maximum of 8 marks</td></tr><tr><td>Conservation Architect</td><td>10</td><td><ul style="list-style-type: none">• Experience in conservation of historical monuments : 2.5 marks for each project subject to maximum of 10 marks</td></tr><tr><td>Historian</td><td>10</td><td><ul style="list-style-type: none">• Experience of preparing published write-up or narrative for any archaeological/ heritage/ historical sites or monument in Karnataka = 2.5 marks for each such site subject to maximum of 10 marks</td></tr></table>	Key Personnel	Max Marks	Criteria	Architect – Team Leader	15	<ul style="list-style-type: none">• Registered with the Council of Architecture : 1 mark• Worked as an Architect for more than 10 years : 2 marks for each additional year of experience subject to the maximum of 6 marks• Experience in Concept Design for redevelopment of heritage site/monuments : 4 marks for each project subject to the maximum of 8 marks	Conservation Architect	10	<ul style="list-style-type: none">• Experience in conservation of historical monuments : 2.5 marks for each project subject to maximum of 10 marks	Historian	10	<ul style="list-style-type: none">• Experience of preparing published write-up or narrative for any archaeological/ heritage/ historical sites or monument in Karnataka = 2.5 marks for each such site subject to maximum of 10 marks		
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Historian	10	<ul style="list-style-type: none">• Experience of preparing published write-up or narrative for any archaeological/ heritage/ historical sites or monument in Karnataka = 2.5 marks for each such site subject to maximum of 10 marks													



SI No	Parameter		Evaluation Criteria	Maximum Marks
	Civil Engineer	10	<ul style="list-style-type: none"> Worked as a Civil Engineer for more 10 years = 2 marks for each additional year of experience subject to the maximum of 10 marks 	

4.1.2 Applicants submitting a responsive Proposal shall also be invited to make a presentation before EC-KTVG setting out in detail:

- The proposed approach and methodology for the Consultancy
- The understanding of the requirements of the Project and
- The staffing deployment plan and the execution of the Consultancy in terms of the TOR

EC-KTVG shall, based on the presentation made by the respective Applicants give marking in accordance with the parameters set out in the table below:

Parameter	Evaluation Criteria	Maximum Marks
Proposed methodology & work plan	<ol style="list-style-type: none"> Demonstration of understanding of the Consultancy including presentation of preliminary concept for development Methodology for completion of detailed tasks given in the TOR 	25

4.1.3 Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.

4.2 Technically Qualified Applicant

4.2.1 The Applicants who have been awarded a total of atleast 75 marks out of 100 shall be qualified for further consideration in the second stage ("Technically Qualified Applicant").

4.2.2 The total marks awarded to the Technically Qualified Applicant as per Clause 4.1 of the RFP shall be the Technical Score (S_T) of the Applicant.

4.2.3 The Financial Proposals of only the Technically Qualified Applicant shall be considered for further evaluation.

4.3 Evaluation of Financial Proposals

4.3.1 In the fourth stage, the Financial Proposals shall be opened publicly on the date and time intimated to the Technically Qualified Applicants in the presence of the Applicant's



representatives who choose to attend. The name of the Applicant, the Technical scores, and the proposed financial offer shall be read aloud and recorded when the Financial Proposals are opened.

4.3.2 The financial evaluation will be carried out as per this Clause 4.3. Each Financial Proposal will be assigned a financial score (S_F).

4.3.3 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

4.3.4 iDeCK will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

4.4 Combined and final evaluation

4.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

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

Where S is the combined score, and $T_W = 0.8$ and $F_W = 0.2$ and are the weights assigned to the Technical Score and the Financial Score respectively.

4.4.2 The Applicants shall be ranked in descending order and the Applicant scoring the highest combined score shall be ranked first. The Applicant scoring the highest combined score shall be declared as Selected Applicant.

4.4.3 In the event that the first ranked Applicant withdraws its Proposal or is not selected for any reason in the first instance, EC-KTVG may invite the second ranked Applicant for negotiations.

4.5 Selection of Applicant

4.5.1 In the event that two or more Applicants obtain the same combined score, (the "Tie Applicants"), the Applicant quoting the lowest Service Fee shall be the Selected Applicant.



APPENDIX-I

(See Clause 3.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

The EC-KTVG

Infrastructure Development Corporation (Karnataka) Limited
9/7, K.C.N. Bhavan, Yamunabai Road, Madhavnagar Extension,
Off Race Course Road, Bangalore 560001
Phone: 08043448000
website: www.ideck.in

Sub: Selection of Consultant(s) for Preparation of Detailed Project Report for Destination Development, Old Mangalore Town, Dakshin Kannada

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for the Preparation of a Detailed Project Report (DPR) for Destination Development, Old Mangalore Town, Dakshin Kannada .

We hereby undertake as follows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to iDeCK any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We certify that in the last three years, we or any of our Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by iDeCK.
5. I/We do not have any conflict of interest in accordance with Clause 3.11 of the RFP Document;
6. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.23 of the RFP document, in respect of any tender or request for

DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE



proposal issued by or any agreement entered into with iDeCK or any other public sector enterprise or any government, Central or State; and

7. The Proposal is unconditional and unqualified
8. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 3.22 of the RFP document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**APPENDIX-I**

Form 2

Particulars of the Applicant*(On Applicant's letter head)*

1.	Applicant Details Name of Applicant : Legal status (e.g. incorporated private company/registered firm): Country of incorporation/registration: Registered address: Year of Incorporation/registration: Year of commencement of business: Principal place of business:
2.	Name, designation, address and phone numbers of authorised signatory of the Applicant Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:

Note: The Applicant must submit the document establishing the legal status along with this Form. The document required would be as follows:

- Copy of either the Sales/VAT/Service tax or IT returns for the last two financial years, in case of a sole proprietorship firm;
- Copy of income tax returns for the last 3 (three) financial years or registration certificate under the registrar of firms and the partnership deed executed between the partners, in case of a partnership firm;
- Copy of the certificate of incorporation and Memorandum of Association & Articles of Association in case of a Company;
- Copy of registration certificate from the Registrar of the State for Trusts and the registered trust deed, in case of a trust;
- Copy of registration certificate from the Registrar of the State for Societies, in case of society;
- Copy of registration certificate from the Registrar of the State, in case of Co-operative Societies.



APPENDIX-I

Form-3

Power of Attorney

(On Stamp paper of relevant value)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Detailed Project Report for Destination Development, Old Mangalore Town, Dakshin Kannada proposed to be developed by the Department of Tourism (DoT) including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to iDeCK, representing us in all matters before iDeCK/DoT, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DoT/EC-KTVG/iDeCK in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with DoT.

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

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

20**

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature, name, designation and address of the Attorney)



Notes:

- a) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Hundred) and duly notarized by a notary public.*
- b) *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

**APPENDIX-I**

Form 4

*(On the Letterhead of the Independent Auditor / Statutory Auditor)***Financial Capacity of the Applicant**

Sl No	Financial Year	Turnover (in Rs.)
1.	2013-14	
2.	2012-13	
3.	2011-12	

Certificate from Chartered Accountant

This is to certify that (name of the Applicant) has a turnover in the last three financial years as shown in the table above.

(Signature, name and membership no. of auditor)

Name of the audit firm:

Seal of the audit firm :

Date:

Firm Registration No.:

**APPENDIX-I**

Form-5

Abstract of Eligible Assignments of the Applicant

Sl.No.	Name of Project	Name of Client	Date of Commencement	Date of Completion	Professional Fees for the Assignment
1	2	3	4	5	6
1					
2					
3					
4					

Note:

- The Applicant should provide details of only those Eligible Assignments that have been undertaken by it under its own name.
- The names and chronology of Eligible Assignments included here should conform to the assignment- wise details submitted in Form-6 of Appendix-I.
- Along with the above format and information, the Bidders are required to submit following documentary evidences for proof of the same:
 - Copy of the completion certificate from the respective Client. In case, completion certificate is not readily available, this would need to be submitted by the selected consultant prior to signing of the agreement
 - Copy of the Work Order from the respective Client

**APPENDIX-I**

Form-6

Eligible Assignments of Applicant*(Refer Clause 3.1.1)*

Name of Applicant:	
Name of the Assignment:	
Location	
Description of services performed by the Applicant firm:	
Name of client and Address (Indicate whether public or private entity):	
Name, telephone no. and fax no. of client's representative:	
Names of the associated firms, if any and role of Applicant (Lead Member/non-lead member)	
Name of the Senior professionals associated with the assignment	
Cost of the Project (in Rs. lakhs):	
Start date and finish date of the services(month/ year):	
Brief Description of the Project	

Notes:

1. Use separate sheet for each Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Only those assignments where the Applicant was the Sole firm or the Lead member in a consortium shall be considered.

**APPENDIX-I**

Form 7

Particulars of Key Personnel

Sl.No.	Key Personnel Position	Name	Educational Qualification	Length of Professional Experience
1.				
2.				
3.				

Note:

1. Please indicate Team Leader for the Project
2. No alternative proposal for any of the Key Personnel should be made and only one CV for each position should be proposed.



APPENDIX-I

Form-8

Curriculum Vitae (CV) of Key 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 the Assignment
Description of responsibilities

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describe myself, my qualifications and my experience.

(Signature and name of the Key Personnel)

Date: _____

Place: _____

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. The CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.



APPENDIX-I

Form-9

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. It would also need to highlight any innovative ideas and specify/suggest any unique value addition that may be used for the implementation of the Project. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

The Applicant will also separately submit the manpower deployment plan proposed during the construction supervision phase.



APPENDIX-II FINANCIAL PROPOSAL

(to be submitted on the letter head of the Applicant or Lead Member of Consortium)

(Date and Reference)

To,

EC-KTVG

Infrastructure Development Corporation (Karnataka) Limited
9/7, K.C.N. Bhavan, Yamunabai Road
Madhav Nagar Extension,
Off Race Course Road
Bangalore 560001

Dear Sir/Madam,

Subject: Selection of Technical Consultant for Preparation of Detailed Project Report for Destination Development, Old Mangalore Town, Dakshin Kannada.

1. I / we hereby offer and agree to undertake the said Consultancy for the aforementioned Project for Rs. _____/- (Rupees _____ Only).
 - a) The fee for the Services is inclusive of the cost of remuneration of the Key personnel, support staff, cost of printing of reports and documents, communication, travel & accommodation cost, surveys costs and the like and all costs incurred by the Consultant in carrying out the Services as per the TOR.
 - b) The fee is exclusive of service tax.
2. I/ we agree that my/our Financial Proposal shall remain valid for a period of 90 (Ninety) days from the Bid Due Date prescribed for submission of Proposal.
3. I / we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP.
4. I / we agree to be bound by this offer if we are the Selected Applicant for the aforementioned Project.

Yours faithfully,

(Signature, name and designation of the authorized signatory)



APPENDIX-II
FINANCIAL PROPOSAL
Form-2
Details of Manpower Costs

S. No.	Position	Name	Manday Rate (Rs)	Staff Month	Amount (Rs)
	Key Personnel Staff				
1					
2					
3					
	Sub- Total				
	Support Staff				
1					
2					
3					
4					
	TOTAL				



Annexure-1

1. iDeCK, on behalf of EC-KTVG, has invited Proposals for preparation of Detailed Project Report for Tourism Destination Development ("**Assignment**") for the following 5 (five) locations through Notice Inviting Tender dated April 27, 2015:
 - a. Kittur Fort, Belgaum
 - b. Haliyal Fort, Nisarga Dhama, Uttara Kannada
 - c. Maulangi Falls, Uttara Kannada
 - d. Old Mangalore Town, Dakshin Kannada
 - e. Srirangapatna Town, Mandya
2. The Assignments are independent of each other and are to be bid for separately, in accordance with the respective RFP documents, and separate agreements will be entered into for each Assignment.
3. The Applicant can bid for any or all the 5 Assignments; however, each Applicant shall be eligible for award of not more than 2 Assignments.
4. For a given Applicant, the Technical Proposal for all the Assignments for which it has submitted the Proposal will be opened and evaluated as per their respective RFP.
5. The Financial Proposal for the Assignments will be opened in the following order:
 - a. Old Mangalore Town, Dakshin Kannada
 - b. Haliyal Fort, Nisarga Dhama, Uttara Kannada
 - c. Maulangi Falls, Uttara Kannada
 - d. Srirangapatna Town, Mandya
 - e. Kittur Fort, Belgaum
6. The Financial Proposals shall be opened in the order set out in Sr.No. 5 above. On selection of any Applicant for any 2 Assignments in the given order, its Financial Proposal for the remaining Assignments shall not be opened.

DESTINATION DEVELOPMENT

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE

OLD MANGALORE TOWN, DAKSHIN KANNADA

DRAFT AGREEMENT



Karnataka
One state. Many worlds.
Department of Tourism

SELECTION OF CONSULTANT(S)
FOR
PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR

**DESTINATION DEVELOPMENT,
OLD MANGALORE TOWN,
DAKSHIN KANNADA**

KARNATAKA TOURISM VISION GROUP (KTVG)
April, 2015



Infrastructure Development Corporation (Karnataka) Limited
9/7, K.C.N Bhavan, Yamunabai Road
Madhavnagar Extension
Off Race Course Road, Bangalore – 56 0001
www.ideck.in



SECTION II

DRAFT AGREEMENT



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DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE



Contract No. _____

This Contract (hereinafter called the “**Contract**”) is made on the _____ day of the month of _____ 2015.

BETWEEN

The Empowered Committee- Karnataka Tourism Vision Group (EC-KTVG), a representative body for Karnataka Tourism Vision Group¹, represented by its Member Secretary having its office at Department of Tourism, Government of Karnataka, #49, 2nd Floor, Khanija Bhavan, Race Course Road, Bangalore 560 001 (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) on the First Part.

AND

_____, having its office at _____ (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns) On the Second Part.

WHEREAS:

- (A) The Authority called for Proposals from interested Bidders vide its Request for Proposal dated _____, through a competitive tender process from the Consultant for Preparation of Detailed Project Report (“**Consultancy**”) for Tourism Destination Development, _____ (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 Contract;
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated **[to be inserted]** (the “**LOA**”); and
- (D) in pursuance of the LOA, the Parties have agreed to enter into this Contract.

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

¹ Karnataka Tourism Vision Group was constituted by the Government of Karnataka (GoK) vide Government Order TD/237/PraVae/2013 dated 4th September, 2013.



1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- a) **“Contract”** means this Contract, together with all the Annexes;
 - b) **“Contract Price”** shall have the meaning set forth in Clause 6.1.2;
 - c) **“Contract Period”** shall have the meaning set forth in Clause 2.4.1
 - 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) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
 - f) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
 - g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 2.1;
 - h) **“Government”** means the Government of Karnataka;
 - i) **“INR, Re. or Rs.”** means Indian National Rupees;
 - j) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
 - k) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
 - l) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
 - m) **“Services”** means the consultancy services to be provided by the Consultant to the Authority pursuant to this Contract, as described in the Terms of Reference hereto;
 - n) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6; and
 - o) **“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 assigned 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 parts of this Contract 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:

- i. This Contract along with Annexes as amended from time to time;
- ii. Letter of Award;
- iii. Consultant's Financial Proposal;
- iv. Clarification/Corrigendum/Addendum to the Bid Document, if any;
- v. Bid Document with all its Annexure and Appendices.

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 Contract, 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 Contract, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Contract and the Terms of Reference at Annex 1; and
- b) the Authority shall make payments to the Consultant in accordance with the provisions of the Contract and Annex 4.

1.4 Governing law and jurisdiction

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

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 Contract shall be in writing and in English language.

1.6 Table of contents and headings

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

DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE



1.7 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in Clause 1.9 below.

1.8 Location

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

1.9 Authorized Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

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

Tel: -----
Mobile: -----
Fax: -----
Email: -----

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

Tel: -----
Mobile: -----
Fax: -----
Email: -----

1.10 Taxes and duties

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



2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date of this Contract (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 Contract 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 2 (two) weeks’ notice to the Consultant, declare this Contract to be null and void.

2.4 Expiration of Contract

2.4.1 The Contract period hereby granted is for a period commencing from the Effective Date to the date of issue of completion certificate for construction of the project (the “**Contract Period**”). The Contract Period may be extended for a further period as mutually agreed between the Authority and the Consultant.

2.4.2 Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Contract shall, unless extended by the Parties by mutual consent, expire upon 60 (sixty) days after the submission of final deliverable by the Consultant to the Authority. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Contract

2.5.1 This Contract and the Annexes together constitute a complete and exclusive statement of the terms of the Contract 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 Contract 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 Contract.

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

2.6 Modification of Contract

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written Contract between the Parties. Pursuant



to Clauses 4.3.2 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

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.

2.7.2 No breach of Contract

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

2.7.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall 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 minimise the consequences of any event of Force Majeure.

2.7.4 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.

2.7.5 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 Contract

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 Contract or shall fail to perform any of its obligations under this Contract, 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 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Contract

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) 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 Contract 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 30 (thirty) 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 Contract 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 Contract.

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 Contract if:

- a. the Authority fails to pay any money due to the Consultant pursuant to this Contract 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 Contract 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
- d. 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 Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Contract 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 survive 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 3.6, as relate to the Consultant's Services provided under this Contract; and (iv) any right or remedy which a Party may have under this Contract or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract 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 equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the payments to the Consultant pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination (after offsetting against these payments any amount that may be due from the Consultant to the Authority):



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 Contract 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 Contract or to the Services, as a faithful adviser 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 Annex-1 of this Contract. 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 Contract.

3.2.2 Consultant and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.



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 Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- b. after the termination of this Contract, such other activities as may be specified in the Contract; 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 payment to the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole payment in connection with this Contract 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 Contract 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 payment.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, the Authority shall be entitled to terminate this Contract 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 Contract. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the 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 Contract, 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 Contract, 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 Contract 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 Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser 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 Contract;
- 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.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Authority’s business or operations without the prior written consent of the Authority.

3.4 Liability of the Consultant

- 3.4.1 The Consultant’s liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 Consultant’s liability towards the Authority
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:

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds (a) the Contract Price set forth in Clause 6.1.2 of this Contract, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, 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 Contract Price.

3.5 Insurance to be taken out by the Consultant

3.5.1 a. The Consultant shall, for the duration of this Contract, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Contract and in accordance with good industry practice.

b. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract.

c. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Contract, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

d. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of one percent of the Estimated Project Cost of the Project;



- b. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- c. professional liability insurance for an amount no less than the Contract Price.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Contract.

3.6 Accounting, inspection and auditing

The Consultant shall:

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

3.7 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 Key Personnel as are not listed in Annex-2.
- 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 Contract; or
- c. any other action that is specified in this Contract.

3.8 Reporting obligations

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

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, 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.

- 3.9.2 The Consultant shall, not later than termination or expiration of this Contract, 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 Contract without the prior written approval of the Authority.
- 3.9.3 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 unauthorised 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.

3.10 Equipment and materials furnished by the Authority

Equipment and 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 Contract, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority and the authorized officials of the Authority are provided unrestricted access to the Office and to all Personnel during office hours. The Authority's official, who has been authorized 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.

3.12 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by 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 drawings 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 Description of Personnel

The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Key Personnel are described in Annex-2 of this Contract.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Annex-2 of the Contract 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 Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-8) 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 Removal and/or Replacement of Personnel

- a. Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the Authority finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Authority's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c. The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.5 Team Leader and Project Manager

The person designated as the Team Leader 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.

4.6 Sub-Consultants

Sub-Consultants listed in Annex-2 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 Contract, the Authority shall make best efforts to ensure that the Government shall:

- d. 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; and
- e. 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 Contract, 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 Contract Price specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Contract Price.

5.4 Payment

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



6. PAYMENT TO THE CONSULTANT

6.1 Lump Sum Remuneration

- 6.1.1 An abstract of the total remuneration payable to the Consultant is set forth in Annex- 3 of the Contract.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Contract shall not exceed the Contract Price specified herein (the “**Contract Price**”). The Parties agree that the Contract Price is Rs. _____ (Rupees _____ only).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the total remuneration referred to in Clause 6.1.1 above, the Contract Price 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 Terms and Conditions of 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 Annex-4 of this Contract, subject to the Consultant fulfilling the following conditions:
 - i. No payment shall be due for the next milestone till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding milestone.
 - ii. The Authority shall pay to the Consultant, only the undisputed amount.
- b. 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**”).
- c. 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 Contract 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 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- d. All payments under this Contract 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 Performance Security

- 7.1.1 The Consultant shall, for due and punctual performance of its obligations relating to the Consultancy, deliver to the Authority, simultaneously with the execution of this Contract, a revolving bank guarantee valid throughout the Contract Period (the "**Performance Security**"). The value of the Performance Security shall be equal to 5% (five percent) of the Contract Price. The Performance Security shall remain with the Authority, throughout the Contract Period and shall be returned to the Consultant within 90 (ninety) days after the completion of the final milestone under this Contract or on termination to be appropriated against breach of this Contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The Performance Security shall be returned to the Consultant at the end of 1 (one) month after the expiration of this Contract pursuant to Clause 2.4 hereof.
- 7.1.2 The Consultant shall, in lieu of Performance Security furnish a bank guarantee substantially in the form specified at Annex-5 of this Contract.

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 100% (hundred per cent) of the Contract Price.
- 7.2.2 Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2.5% (two point five per cent) of the Contract Price per week, subject to a maximum of 10% (ten per cent) of the Contract Price will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.
- 7.2.3 Encashment and appropriation of Performance Security
The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Contract 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 debarring 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 Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

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 Contract 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 Contract (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 Contract 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 the Authority and the _____ 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 venue of such arbitration shall be Bangalore and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be 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 Contract 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 Contract to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of Authority

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.



Annex-1

TERMS OF REFERENCE

(Refer Clause 3.1.2)

**Consultancy for Preparation of Detailed Project Report for Tourism Destination Development,
Kittur Fort, Belgaum**

(Replicate Schedule-1)

DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE



Annex-2
Deployment of Key Personnel
(Refer Clause 4.2)

(Replicate as per Form-8 of Appendix-I)

DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE

Annex-3

Break down of Contract Price in Indian Rupees
(Refer Clause 6.1)

Financial Proposal

(Reproduce Form 1 and Form 2 of Appendix-II)

DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE



Annex-4
Payment Schedule²
(Refer Clause 6.3)

S. No.	Milestones	Payment Schedule
A	Project Preparation Stage	30% of Total Fee
1	Approval of Concept Report	10%
2	Approval of Preliminary Report	20%
3	Approval of Draft Detailed Project Report including cost estimates and Narratives	40%
4	Approval of Final Detailed Project Report	20%
5	Approval of Technical Evaluation Report	10%
B	Project Implementation Stage	70% of Total Fee
1	Approval of Construction Supervision Report	Fees paid monthly pro-rated over the estimated period of construction

² The Payment Schedule should be in conformity with the Schedule provided in the TOR at Schedule-1



Annex- 5

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

Member Secretary

EC-KTVG

Department of Tourism, Government of Karnataka,
#49, 2nd Floor, Khanija Bhavan, Race Course Road,
Bangalore 560 001

1. In consideration of _____ acting on behalf of the EC-KTVG (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to _____ (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Contract no. _____ Dated valued at Rs. _____ (Rupees _____ only), (hereinafter referred to as the “Contract”) Consultancy Services for Preparation of Detailed Project Report for Tourism Destination Development, Kittur fort, Belgaum and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Contract.
2. We, (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Contract.
3. We, (indicate the name of the 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 reason of breach by the said Consultant of any of the terms or conditions contained in the said Contract or by reason of the Consultant’s failure to perform the said Contract. 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.....).
4. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

DESTINATION DEVELOPMENT

OLD MANGALORE TOWN, DAKSHIN KANNADA

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE



5. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
6. We, (indicate the name of Bank) 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 Contract or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
8. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
9. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

DESTINATION DEVELOPMENT

GOVERNMENT OF KARNATAKA & KTVG INITIATIVE

OLD MANGALORE TOWN, DAKSHIN KANNADA

PROJECT INFORMATION MEMORANDUM (PIM)



Karnataka
One state. Many worlds.
Department of Tourism

SELECTION OF CONSULTANT(S)
FOR
PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR

**DESTINATION DEVELOPMENT,
OLD MANGALORE TOWN,
DAKSHIN KANNADA**

KARNATAKA TOURISM VISION GROUP (KTVG)
April, 2015



Infrastructure Development Corporation (Karnataka) Limited
9/7, K.C.N Bhavan, Yamunabai Road
Madhavnagar Extension
Off Race Course Road, Bangalore - 56 0001
www.ideck.in



SECTION III

PROJECT INFORMATION

MEMORENDUM

1. About Old Mangalore Town

Mangalore has been an important port town and a prominent center of trade and business between north and south that benefited the East India Company. Many wars were fought for the control of this strategically important city between Portuguese, British, Wodeyars, Hyder Ali and later Tipu Sultan and Mughal emperors. Old Mangalore port lies at the river estuary, where two rivers—Gurupur and Netravathi meet. Situated 12 km south of the New Mangalore Port, Old Mangalore port town is connected to Bangalore via NH 75 and to Goa and Karwar via NH 66.

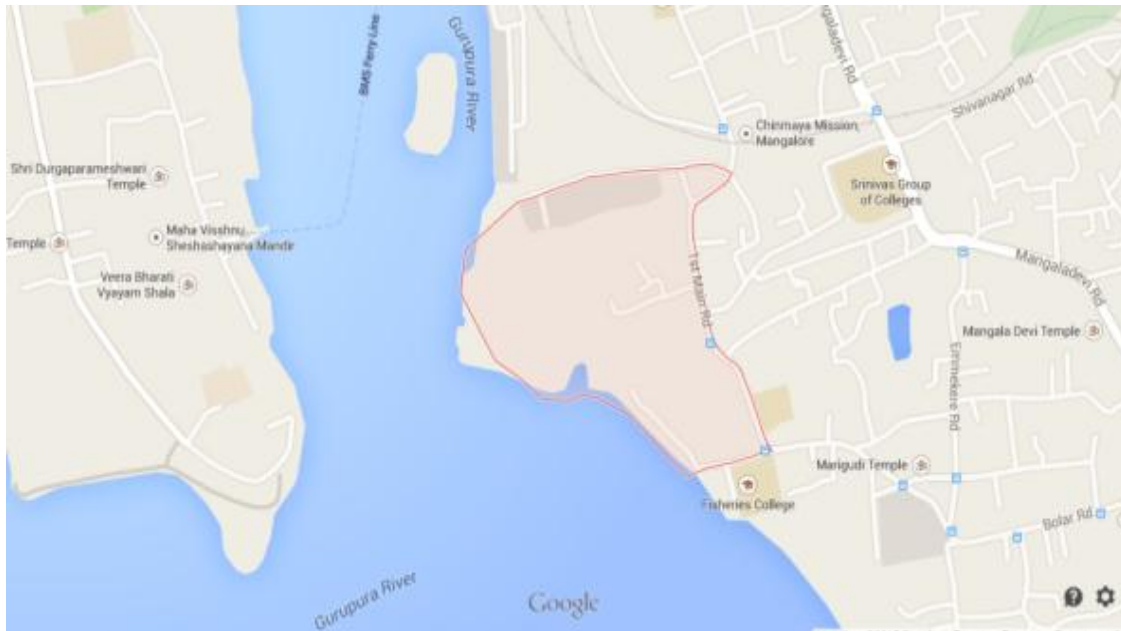
Located 347 Kms. from Bangalore on the coast, Mangalore port town has been a trading centre for several centuries.





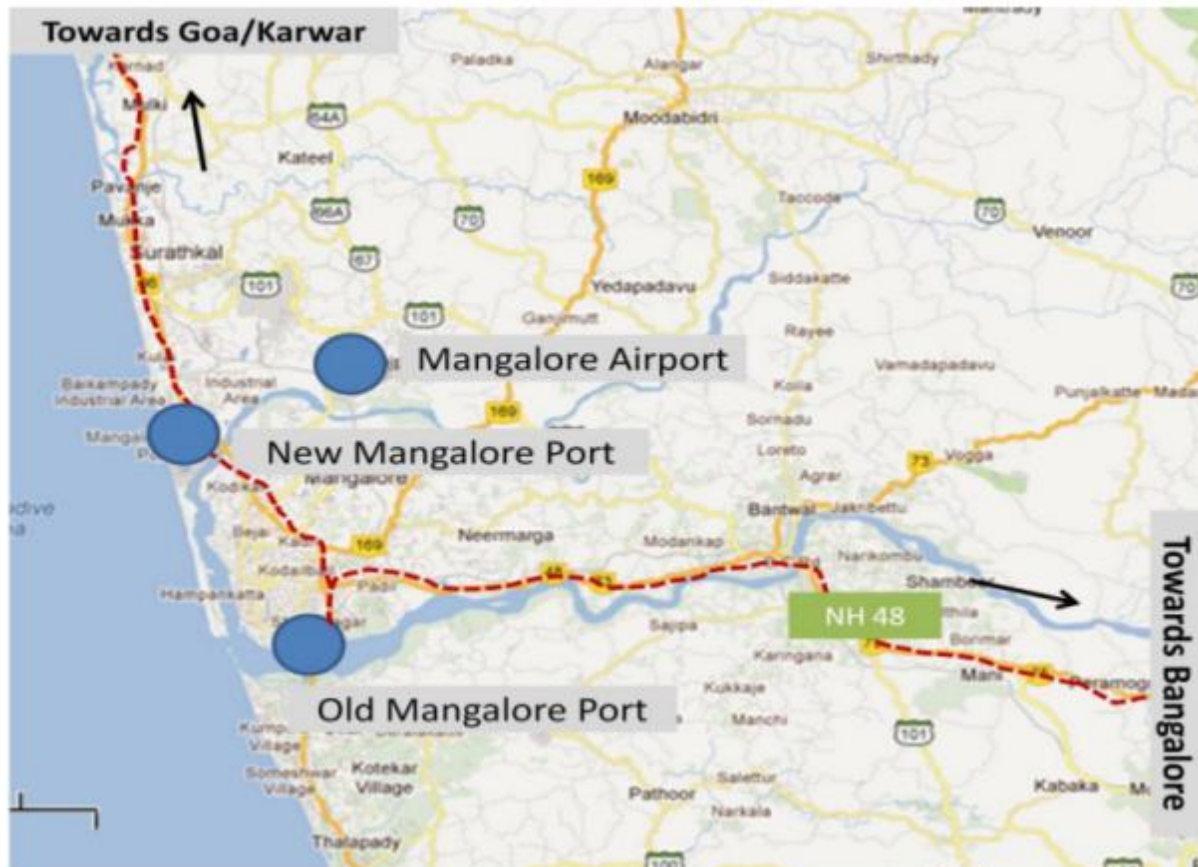
2. Historical Significance

Since the early period of the Christian era till the end of the 14th century, Mangalore was the capital of the Alup Rulers. From the 14th to the 16th centuries the area came under the governance of the Vijayanagar dynasty. But the strongest influence was that of the Portuguese, who arrived on the coast in the 15th century. They opened a factory for trade and brought with them the Roman Catholic religion too. Conquered by Haider Ali in 1763, Mangalore became the chief port of Mysore. When Tipu Sultan's Fort fell in 1799 to the British, they made it the district headquarters of Canara. The town preserves its old world charm, with its narrow winding streets, fringed with coconut palms, quaint houses with terracotta tiled roofs, temples and churches. As the center of trade and commerce, the African and Persian Arab traders used to disembark at Mangalore to exchange goods.



3. Accessibility

Mangalore, the district headquarters of Dakshina Kannada, is well connected by good road network.



- **By Road** - NH17 passes all along the coast of Dakshina Kannada District (Mangalore) connecting Goa and Mumbai on one side (north) and Cochin (Kerala) on the other side (south). NH48 connects Mangalore to the State capital Bangalore.
- **By Train** - Mangalore is well connected by Railways. Konkan Railway route passes through the district (Mangalore) connecting major cities of India. The 2 Major Railway stations are - Mangalore City Railway Station (in the heart of the city) and Kankanady Railway Station (5 Kms away from the heart of the city).
- **By Flight** - Dakshina Kannada district is also connected by Air. There is an airport at Bajpe which is 18 kms from the heart of the city.