Notice Inviting Tender (NIT)

NOTICE INVITING BID
APPOINTMENT OF CONSULTANT FOR OBTAINING ENVIRONMENTAL CLEARANCE
UNDER EIA NOTIFICATION 2006 OF MINISTRY & FOREST GOVERNMENT OF INDIA

Sealed bids are invited from EIA Consultant for obtaining environmental clearance from SEIAA/SEAC, Madhya Pradesh, Ministry of Environment & Forest, Government of India for following project of M.P. Housing & Infrastructure Development Board.

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<tr>
<th>S. No.</th>
<th>Name of Work</th>
<th>AREA</th>
<th>Type of Scheme</th>
<th>Town</th>
<th>Agency</th>
<th>QCI Category</th>
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<tbody>
<tr>
<td>1.</td>
<td>Construction of Multy Stories Building with Development (432 Flat’s, HIG, MIG, LIG. EWS type) Total Area 4.72 Acer</td>
<td>4.72 Acer land const Area 27096 sqm.</td>
<td>Residential</td>
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<td>MPHIDB</td>
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The REP document can be download from HB website www.mphousing.in from 08.03.2016 11.00 AM 1ST onwards.
Cost of FRP document 2000/- INR this is to be paid while submitting the RFP response in the form of Demand Draft (DD) Of any National Bank drawn in favor of Executive Engineer. M.P. Housing & Inf. Div. Board Division -2, Jabalpur. This Last date and time for submission of RFP response is till 29.03.2016 till 5.00 PM IST at M.P. Housing & Inf.Dev. Board Division -2, Hathital, Jabalpur.

Board's Criteria of Eligibility
(1) The bidder should have accreditation by Ministry of Environment & Forest (MOEF) Govt. of India In the relevant category of Quality Control Institutions (QCI)

(2) The bidder should have experience of more than 3 years in the field of relevant category of Quality Control Institutions (QCI).

Visit us : www.mphousing.in
email : dn2jabalpur@mphousing.in

Executive Engineer
Division -2, Jabalpur
Phone: 0761-2427404
1. INTRODUCTION

1.1 M.P. Housing & Infrastructure Development Board

The M.P. Housing & Infrastructure Development Board was established as a body corporate under the Madhya Pradesh Griha Nirman Mandal Adhiniyam, 1972 which replaced the earlier similar Act of 1950. Madhya Pradesh Housing & Infrastructure Development Board is one of the very few, perhaps the only, Housing Board in the country, not the receive a single rupee as subsidy from the Government. All the projects and programmers, including its internal cross subsidies, are arranged for by the economics of the project itself, in consonance with what the market can bear.

1.2 PROJECT VISION AND OBJECTIVES

M.P. Housing & Infrastructure Development Board intends to appoint EIA Consultant for obtaining Environment Clearance for Madhya Pradesh Housing & Infrastructure Development Board’s Housing Projects and to prepare report for E.C.

Following are key objectives of project:

(i) Filling and submission of form 1 and form 1 A along with necessary document (Annexure I) (Page 1 to 15)
(ii) Carrying out EC as per SEIAA/SEAC Ministry of Environment & Forest (MoEF) guidelines.
(iii) Providing technical assistance and day to day follow up with concerning agency to obtaining Environment Clearance from SEIAA/SEac (MoEF) and making all presentation required time to time in this connection by the authority.
(iv) Obtaining EC from SEIAA/SEAC/EAC (MoEF) for Project

2. PROJECT

Madhya Pradesh Housing & Infrastructure Development Board proposed to Construct
Name of Project:- Construction of Malty Stories Building with Development (432 Flat’s, HIG, MIG, LIG & EWS Type) Total area 4.72 Acer {construction area 27096 sqmt. (as per Proposed Layout)} at Subhash Nagar Maharajpur Jabalpur (M.P.)

3. SCOPE OF WORK

(i) Carryout site survey for assessing site condition and collecting secondary data for EC.
(ii) Filling and submission of form 1 & 1 A along with inception report.
(iii) Conducting primary baseline monitoring and analysis as per SEIAA (MoEF).
(iv) Carrying out impact assessment for environment component as per SEIAA (MoFE).
(v) Developing environment management plan to mitigate the likely impact from the propose project.
(vi) Providing technical assistant in various approvals & presentation to regulatory authorities such as SEIAA/SEAC (MoEF).
(vii) Obtaining EC from SEIAA/SEAC/EAC (MoEF) for project.
4. GENERAL:

(i) A certificate from the consultant shall be submitted that they have been accredited by MoEF (list ‘A’) for Building and construction projects.
(ii) Documents required by SEIAA/SEAC for prior Environment clearance shall be detailed as per (Annex-1) the EIA notification dated 14th Sep. 2006 issued by MoEF, Delhi.
(iii) Data for EC should be given for the entire life of the project
(iv) Detailed feasibility report including the financial, Environmental and social costs has to be furnished.

5. GENERAL INFORMATION

Building construction projects as per the EIA notification of 2006 are under category ‘B’ covering an area >20,000 sqmtr. And <1,50,000 sqmtr of built up area. All projects and activities listed as category ‘B’ in item 8(a) of the schedule (construction) do not require scoping and will be appraised on the basis of form 1/form 1A and the conceptual plan. All projects in this category will be appraised as category B2. An application seeking prior environmental clearance in all cases should be made in the prescribed form 1 and supplementary form 1A, after the identification of prospective sites for the project to which the application relates, before commencing any construction activity, or preparation of land, at the site by the applicant. The applicant should submit along with the application in addition to form I and the supplementary from IA, a copy of the conceptual plan.

5.1 Introduction

Profile of the project proponent, name and contact address, Implementing organization, organization chart, project consultant etc. should be mentioned clearly.
Land description – plot/survey numbers, village, tehsil, district, state and area of the land must be mentioned clearly. Description of Centre/State/Local regulations and standards Applicable for township and area development projects should be discussed. Any litigation (s) pending against the proposed project and/or any direction or orders passed by any court of law/any statutory authority against the project is to be detailed out.

5.2 Project Description

Essential Top sheets/Maps to be provided with application

A map of the study area 5 km. from the boundary of the project area, delineating the major topographical features such as land use, drainage, locations of habitats, major constructions including roads, railways, pipelines, industries if any in the area to be mentioned. Description of the reject site, geology, topography, climat, transport and connectivity, demographic aspects, socio, cultural and economic aspects, villages, settlements should be given in the map. Details of environmentally sensitivity place, land acquisition, rehabilitation of communities / villages, and present status of such activities are to be mentioned.

Site Selection and Planning

The environment impacts of construction and operation are established during the early phases of site selection and planning. Some important factors for development, which should be addressed are:
5.3 Description of the Environment

Environment data to be considered in relation to building Construction would be:
(a) Land (b) ground water, surface water (c) air (d) biological Environment
(e) noise (f) socio economic environment (g) sewage (h) transportation.

Study area:

Map of the study area clearly delineating the location of various monitor ring stations (air/water, soil and noise) superimposed with location of habitats are to be shown. Monitoring should be done as per CPCB/MoEF guidelines. Primary data should be collected for one season except rainy season. Monitoring of the parameters should be carried out within the study area.

5.4 Land Environment

The first feature which should influence the development of a new project is the existing land use pattern of the neighborhood of the project, whether the proposed development conforms to the development for the area or not. Geographical latitude and microclimatic factor such as solar access and wing loads have a major impact. The following parameters have to be addressed under the baseline data for land environment.

a. Soil
   · type of characteristics
   · Porosity and permeability

5.5 Air Environment

Climatologically data is to obtained from nearest India Metrological Department (IMD) station for one season. Micro metrological data consisting of wind speed, wind direction, temperature, humidity, rainfall (peak and average daily rainfall) and wind rose patterns, from primary and secondary sources in the study area. Baseline data of air pollutant parameters extending an area 5 kms from the project should be monitored at a number of locations. Description of base line date of ambient air parameters namely RSPM Nitrogen dioxide, Sulphur dioxide and Carbon dioxide are to be collected one season date is to be monitored other than monsoon as per the CPCB/MoEF norms. Sampling locations are to be located as per CPCB/MoEF norms.
5.6 Noise Environment
Construction equipment and road traffic are the major sources of noise. Baseline data of noise in the project area and the Neighborhood habitat areas are to be ascertained. Daytime and Nighttime data should be collected.

5.7 Water Environment
Identify project activities, including construction phase, which may affect surface water of groundwater. Estimate water intake requirement and identify the sources of water to be used. Describe how water will be taken from the surface water/river and conveyed to the site. Rainwater harvesting has to be detailed out. Details for feanas and flora to be included.

5.8 Socio Economic & Health Environment
Baseline data at the project area should including the demography, particularly on settlements, existing infrastructure facilities in the propose area and area of impact due to the proposed activity. Present employment and live hood of these populations, awareness of the population about the proposed activity should also be included.

5.9 Soil Waste
Solid wastes from construction sector can be categorized into two phases i.e. during construction & during operation. Details of the following are to be given:

- Construction or demolition waste, i.e. massive and inert waste
- Municipal waste qualification and characterization i.e., Biodegradable and recyclable waste and disposal facility Details of authorized municipal solid waste facilities, biomedical treatment facilities and hazardous waste disposal facilities in the area should be included.

6.0 Anticipated Environmental Impact Mitigation Measures

6.1 Prediction of Impact:
This should describe the likely impact of the project on each of the environmental parameters, methods adopted for assessing the Impact , empirical methos , reference to existing similar situations mitigation methods proposed to reduce adverse effects of the project best environment practices, conservation of natural resources, environmental management plan; post project environmental monitoring program in the project.

Land Environment

Anticipated Impacts:
Some of the anticipated impacts, which need to be addressed, are Estimation of anticipated impacts on the surrounding land use pattern, on infrastructure like housing, road net work, environmentally sensitivity places etc. Proper mitigation measures have to be suggested improved road network infrastructure to handle the increase in traffic. Selection of suitable local plant species for green belt development in and around the sites.
**Air Environment**

**Anticipated impacts:**
Impact on air quality during the construction and operation phase should be predicted. The existing surrounding features of the study area and impact on them should be addressed separately. It is necessary to predict the following if any. Prediction of point source emissions Mitigating Measures: Mitigative measures are to be proposed during the construction stage as well as the operational stage of the project. Some measures to be listed include:

- Mitigation measures to reduce the point source emissions
- Greenbelt development
- Dust mitigation
- Estimate any environmental implications from transportation (rail, road) related emissions associated with the construction and operational phases and suggest suitable options.

**6.2 Noise Environment**
Impact of project construction/operation on the noise on account of construction equipment and road traffic is to be studied.

**6.3 Water Environment**
Impact of construction and operational phases on the surface and ground water on account of the township is to be estimated including anticipated impacts and their mitigating measures.

**6.4 Biological Environment**
Impact of project during construction and operational phases on the biological environment/flora and fauna on account of project activity.

**Socio Economic Environment**

**Solid Waste and Environment**

**Anticipated impacts**
Impact of the project during construction and operation phases for generation of waste is to be assessed. Mitigation measures: Mitigation measures to reduce adverse effects. Options for minimization of solid waste and environmentally compactible disposal are to be given. Management and disposal of temporary structure, made during construction phase are to be addressed. Mitigation measures for handling biomedical wastes are to be detailed.

**7.0 Specific Studies**
Describe the project energy requirement, associates infrastructure and other infrastructure requirements. Discuss the steps taken to integrate the needs of other stakeholders into the location and design of access infrastructure to reduce and manage overall environmental impact from resources development:
7.1 Transport
a) Include a map showing transportation access to the site from highways;
b) Discuss how public access to, or within the project area managed during the construction & operation phases of the project;
c) the impact of increased vehicle traffic and requirements for access improvements on roads in the site development area as a result of the project, considering other existing and planned developments and operations in the region including what measures will be taken to reduce traffic and enhance vehicle safely on external roads;
d) Any expected change in traffic volume by average annual daily traffic(AADT) and any seasonal variability in traffic volume (including mitigation measures) prior to construction during construction and at full site operation; e) Distance to the main access road along with the width of the roads is to be given.

7.2 Energy Conservation
· Explore use of alternate renewable such as solar/wind power etc is to be discussed.
· Discuss the options considered for supplying the power required for the project and the environment implications, including opportunities to increase the energy efficiency of the project.

Environmental Monitoring Program
· Frequency, location, parameters of monitoring
· Summary matrix of environmental monitoring, during construction and operation state.
· Requirement of monitoring facilities
· Compilation and analysis of data and reporting system. Additional studies, if required or suggested by SEAC committee Bhopal M.P. Risk Assessment (ERA) and disaster Management plan (DMP)

8.0 Project Benefits:
This section details out the improvements in physical infrastructure, social infrastructure if any. Also it details out any employment potential and other benefits that are accrued if the project is taken up. Environment Management Plan (EMP) EMP as summarized and presented in following format:

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<thead>
<tr>
<th>Air Environment</th>
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Land Environment

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<th>Impact Zone</th>
<th>Management Plan</th>
<th>Responsible Person</th>
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Environment

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Summary & Conclusion
This document should summarize the significant finding of the EIA. The summary must describe each significant environment issue and its resolution in sufficient detail so that its importance and scope, as well as the appropriateness of the approach taken to resolve it are well understood. Disclosure of consultants engaged This chapter shall include the names of the consultants engaged with their brief resume and nature of consultancy rendered.

Enclosures
Conceptual plan/Questionnaire/Photos

9.0 Eligibility Criteria for Consultant
1) The consultant should have accreditation with quality council of India (QCI) National Accreditation Board for Education and Training (NABBT) for B category project particular in sector of building construction projects sector with certificate.
2) Consultancy firm should have experience more than 3 years in EIA Project.
3) The consultant should provide the qualification and experience of expert working with the firm/consultant.
4) Performance security 3% of contract value should be deposited at the time of agreement in form of Bank Guarantee/FDR/D.D. payable in the name of Executive Engineer MP Housing & Infrastructure Development Board Division -2, Jabalpur.

10.0 Time Frame:
The consultant should assist in obtaining within 6 month of date of agreement, environment clearances and NOC permission and other mandatory clearance from various competent authorities and day to day follow up from various competent authorities as per requirement of SEIAA.

PAYMENT TERMS:
1) Submission of form 1, form 1A, conceptual plan and feasibility report to SEIAA/SEAC- 10% payment of quoted rate
2) Submission of final report with all necessary approval and presentation with clarification to expert committee- 25% payment quoted rate
3) on clearance of all queries raised by expert committee during meeting & the project is recommended for grant of EC by SEAC-25% payment quoted rate
4) 40% balance payment will be paid after successful getting the environment clearance from SEIAA/SEAC/EAC.
11.0 Submission and opening of bid (proposal):
First envelope (envelope-A) should have (i) a demand of Rs. 2,000/- (Two thousand only) issued the name of Executive Engineer MP Housing & Infrastructure Development Board Division-2, Jabalpur. Towards tender documents fee (non-refundable) and (ii) earnest money of Rs. 10,000/- (Rs. Ten thousand only) in the form of DD/Bankers cheque drawn from any nationalized bank in favour of Executive Engineer MP Housing & Infrastructure Development Board Division-2, Jabalpur. copy of PAN card and service tax registration (including category) IT return for last three years also be enclosed.

Second envelope (envelope-B) will contain relevant documents pertaining to the fulfillment of the eligibility criteria along with necessary supporting documents, executive summary stating the important features of the proposal, work plan approach and methodology proposed for accomplishing the scope of work.

Third envelope (envelope-C) will contain financial bid. Bidders shall have to submit bid in envelopes- A,B, & C. All the three envelopes shall be sealed and duly marked as A,B,C and containing in a sealed large envelope. The proposal shall be valid for minimum 120 days from the closing date.

Opening of Bid

Opening second envelope-B if it is found that bid cost and earnest money are in order, then only the second envelope-B containing eligibility criteria and technical proposal shall be opened.

Opening Third envelope-C containing eligibility criteria, if bidder is found qualified then only envelope-C containing financial bid shall be opened.

Earnest Money of the unsuccessful bidder will be returned within 28 days of the end of validity period of the offer or execution of agreement with the successful bidder whichever is earlier.

The earnest Money will be forfeited if:
(a) Consultant withdraws the offer after submission during the tender validity period.
(b) In the case of successful consultant, if the consultant fails to submit the required performance security and to sign the agreements within the specified time limit.

12.0 Schedule for submission and opening of Bid:

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<tr>
<td>(a)</td>
<td>Physical submission of envelopes A,B &amp; C</td>
<td>29/03/2016</td>
<td>up to 3.00 pm</td>
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<tr>
<td>(b)</td>
<td>Opening of envelope A&amp;B</td>
<td>03.04.2016</td>
<td>up to 3.00 pm</td>
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<tr>
<td>(c)</td>
<td>Checking of documents</td>
<td>04.04.2016</td>
<td>up to 4.50 pm</td>
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<tr>
<td>(d)</td>
<td>Opening of envelope-C of Technically qualified bidder</td>
<td>04.04.2016</td>
<td>up to 4.50 pm</td>
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MISCELLANEOUS:
(i) Statutory deduction like income tax, security deposit etc. as Applicable to normal contracts in law will be made from payments.
(ii) Quotes rates should be inclusive of all expenditure, taxes, charges etc.
(iii) The fee/payment which are payable to government department for various approval of map/project shall be paid by M.P. Housing & Infrastructure Development Board.
(iv) Lowest price offer will be given highest priority.
(v) In case, the two bidders quote the same rates, in such situation, lottery system shall be adopted.
(v) M.P. Housing & Infrastructure Development Board reserve the right to reject any or all offers without assigning any reason thereof.

13.0 FINANCIAL OFFER TO BE SUBMITTED

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<th>S.No</th>
<th>Description</th>
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<td>Amount in figures in Rs</td>
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Security deposit @ 5% shall be deducted from the each bill of the consultant, which will be refunded after successful getting environmental clearance.

14.0 Refund/Release of Earnest Money and performance security
The performance security (Bank Guarantee) and earnest money will be released/refunded after getting the environment clearance SEIAA/SEAC (MoEF)

GENERAL CONDITION OF AGREEMENT

1. GENERAL PROVISIONS

1.0 Definitions:
Unless the context otherwise requires the following term whenever used in this agreement have following meanings:
a) “Agreement” means the agreement signed by the parties, together with all documents/appendices attached here to and includes all modification;
b) “Applicable Law” means the laws and any other instruments having the force of law in the state of Madhya Pradesh as they may be issued and in force from time to time;
c) "Dy. Housing Commissioner" means Officers designated as Dy. Housing Commissioner of MP Housing & Infrastructure Development Circle-.Bhopal No 2.
d) “Currency” means the Indian Rupees;
e) “Effective Date” means the date on which this agreement comes into force and effect;

1.1 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 client and the consultants. The consultants, subject to this agreement, have complete charge of personnel and sub consultant. If any. Performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

1.2 Law governing contract
This contract it’s meaning and interpretation and the relation between the parties shall be governed by the applicable laws.
1.3 **Heading:** The Heading shall not limit after of affect the meaning of this contract.

1.4 **Notices:**

1.4.1 Any notice request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, tele, speed post, telegram or facsimile to such party at the address specified hereunder:

Client …………………………….
Attention …………………………
E-mail ……………………………
Fax ……………………………

Consultants:
Attention:
E-mail phone: Fax:

1.5 **Taxes and Duties**
The consultant and the personnel shall pay all the taxes, duties, fees, levis and other impositions levied under the existing, amended or enacted laws during life of this agreement and the client shall perform such duties in regard to the deduction of a such tax as may be lawfully imposed. 1.6. The conditions shown in the term of reference shall form the part of this agreement.

**Anti corruption policy**

1.6.1 **Definition**
a) “Corrupt Practice” means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of any party in the consultants selection process or in contract execution;
b) “Fraudulent Practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract;
c) “Collusive Practices” means a scheme of arrangement between two or more consultant with or without the knowledge of the borrower designed to influence the action of any party in the consultant selection process or in contract execution;
d) “Coercive Practice” means harming or threatening to harm directly or indirectly person or their property to influence their participation in a consultant selection process or effect the execution of a contract. Client shall reject a proposal for award if it determines that the consultant recommended for award has directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in compenring for the contract in question.
1.7 Liability of Parties
This agreement contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make and the parties shall not bound by or be liable for any statement, representation, promise, or agreement not set forth herein

1.8 Modification
Modifications of the terms and conditions of this agreement, including any modification of the scope of the services, may only be made by written agreement between the parties.

1.9 Force Majeure

1.9.1 Definition:-
For the purpose of this agreement “Force Majeure” means an event is beyond the reasonable control of a party and which make a party’s performance of its obligation hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, war, riot, Civil disorder, earthquake, fire, explore, strome, flood or other adverse weather conditions, strikes, lockout or other industrial action are within the power of the party invoking force majeure to prevent, confiscation or any other action by government agencies. Force Majeure shall not include
(i) Any event which is caused by the negligence or intentional action of a party or such party’s sub-consultant or agent or employees.
(ii) Any event which a diligent party could reasonably have been expected to both to take into account at the time of the conclusion of this agreement, and avoid or overcome in the carrying out to its obligation hereunder. Force Majeure shall not include insufficient of funds or failure to make any payment required hereunder.

1.9.2 No Breach of Agreement
The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this agreement insofar as such inability arises from an event of force majeure, provided that the party affected by such an event has taken all reasonable precautions due to and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this agreement.

1.9.3 Measures to be taken
a) A party affected by an event of force majeure shall continue to perform its obligation under the contract as far as it is reasonably practicable and shall take all reasonable measures to remove such party’s inability to fulfill 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 fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
c) The parties shall take all reasonable measures to minimize the consequences of any event of force majeure.
1.9.4 Consultation
Not later than thirty (30) days after the consultants, as the result of an event of force majeur, have 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.

1.9.5 Extension of Time
Any period within which a party shall, pursuant to this agreement does not 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.

1.9.6 Payments
During the period of their inability to perform the services as a result of an event of force Majeure, the consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of services and in reactivating the services after the end of such period

1.10 Suspension
The client may by written notice to the consultants, may suspend in whole or part the services, if any of the following event shall have happened and be continuing :-(i) if the consultant fail to perform any of their obligation under this agreement including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the consultants to remedy such failure within a period not exceeding fifteen(15) days after receipt by the consultants of such notice of suspension. The client for any reasons beyond his reasonable control may ask the consultant to suspend whole or part of the work/services for such time till the reasons are removed or settled. The extra time period of such duration shall be granted as time extension on the original terms and condition.

1.11 Termination
1.11.1 By the client
The client may terminate the contract in case of occurrence of any of the events specified in this paragraph. In such an occurrence the client shall give not less than thirty (30) days written notice of termination to the consultant:

a) If the consultants fail to remedy the failure in the performance of their obligations hereunder, as specified in a notice of suspension of this agreement hereinabove, within thirty(30) days of receipt of such notice of suspension of within such further period as the client may have subsequently approved in writing; b) If the consultants (or if the consultants consists of more than one entity, if any of their partners) become insolvent of bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors of go into liquidation or receivership whether compulsory or voluntary; c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings relating to this agreement. d) If the consultants submit to the client a statement which has a material effect on the rights, obligations if interests of the client and which the
consultants know to be false; e) If as the result of Force Majeure, the consultants are unable to perform a material portion of the services for a period of not less than sixty (60) days; f) If the client in its sole discretion and for any reason whatsoever, decides to terminate this agreement.

g) If the consultant in the judgment of the client was engaged in corrupt or fraudulent practices in competing for or in executing the agreement.

1.12 Cessation of rights and obligations
Upon termination of this agreement hereof, of upon expiration of this agreement hereof, all right and obligations of the parties hereunder shall cease, except;

(i) Such rights and obligations as may have accrued on the date of termination or expiration.

(ii) The obligation of confidentiality of this agreement hereof.

(iii) The consultant’s obligation to permit inspection copying and auditing of their accounts and record of this agreement hereof.

(iv) The consultant’s obligations regarding default in performance of the services in accordance of the provisions of the agreement and for any loss suffered by the client, whereof, as a result of such default and

(v) Any right, which a party may have under the applicable law.

1.13 Cessation of Services
Upon termination of this agreement by notice of either to the other the consultants 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.

1.14 Payment upon Termination
Upon termination of this agreement the client shall make the payment for services satisfactorily performed prior to the effective date or termination, subject to other conditions of this agreement to the consultants (after offsetting against these payments any amount that may be due from the consultants to the client):

1.15 Disputes about Event of Termination
If either party dispute on any matter, such party may within forth-five (4-5) days after receipt of notice of termination from the other party refer the matter to arbitration.

2. OBLIGATION OF THE CONSULTANTS

2.1 Prohibition Of Conflicting Activities
The consultant shall not engage and shall cause their personnel not to engage, either directly or indirectly in any of the following activities; (a) During the term of this agreement, any business or professional activities in the state of Madhya Pradesh, this would conflict, with the activities assigned to them under this agreement. The consultant’s liability under this agreement shall be as provided by the applicable Law.
2.3 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the services, hereunder, in accordance with accepted accounting principles and in such form and details as will clearly indentify all relevant time charges and cost, and the bases thereof and (ii) shall permit the client or its designated representative periodically, and upto one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the client.

2.4 Consultant’s Actions Requiring Client’s Peior Approval

The consultant shall obtain the client’s approval in writing before taking any of the following actions:
(a) Appointing such members of the personnel as are listed in scope merely by title but not by name;
(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 of conditions of the sub-contract shall have been approved in writing by the client prior to the execution of the subcontract, and (ii) that the consultant and its personnel pursuant to this agreement;
(c) Item, as may be specified
(d) Any other action as may be specified.

2.5 Reporting Obligations

The Consultants shall submit to the client the report and documents specified in scope hereto in the form in the numbers and within the time period set forth in the said Annexure and also furnish specific data/information called for by the client as and when required.

2.6 Documents Prepared by the Consultant to be the property of the Client.

All plans, drawing, specification, designs, report, other documents and software prepared by the consultants for the client under this agreement shall become and remain the property of the client. The consultants shall not later than upon termination or expiration of this agreement, deliver all such documents etc. to the client together with a detailed inventory thereof. The consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3. PAYMENTS TO THE CONSULTANTS

3.1 Payment- As mentioned in T.O.R.

3.2 Currency of Payment

Except as may be otherwise agreed between the client and the consultants all payments under this agreement shall be made in India Rupees only. The payments shall be made by cheques.
3.3 Recovery
Any sum, up to fee paid, falling due or any loss caused due to this agreement shall be recoverable by the client from the consultant as if it were arrears of land revenue.

3.4 Penalty
For delay in work/non-performance of duties a penalty equivalent to 1.0% percent per week of total agreement amount shall be imposed, which shall be maximum to 10 percent of agreement amount. 3.5 MPH & IDB may in addition forfeit the earnest money and performance security of the consultant in case of extra ordinary delay of work/completely non-performance of duties by rescinding the agreement, for which consultant shall have no claim.

4 FAIRNESS AND GOOD FAITH

Good Faith
The parties undertake to act in good faith with respect to each other’s right under this agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

4.1 Operation of the Agreement
The parties recognize that it is impractical in this agreement to provide for every contingency which may arise during the life of the agreement, and the parties hereby agree that it is their intention that this agreement shall operate fairly as between them, and without detriment to the interest of either of them and that if during the term of this agreement either party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause shall give rise to dispute subject to arbitration.

4.2 The consultant shall be liable for discrepancies and disorders etc in consultancy services executed under this Agreement.

5. SETTLEMENT OF DISPUTES

5.1 Dispute Resolution
Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this agreement including non completion of the project, between the partied and so notified in writing by either party to the other (the “dispute”) in the first instance shall be attempted to be resolved amicably.

Steering Group
In case of any dispute a notice within 30 days of its occurrence shall be served by either party and then the provisions of arbitration shall be applied.

Disputes and Arbitration
If any dispute of any kind whatsoever shall arise between Bidders and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute can be filed at MP Jurisdiction.