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# REQUEST FOR PROPOSAL

(Consulting Services)

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**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

**RFP No: MIDFC/134/2023-24/24**

# Meghalaya Infrastructure Development & Finance Corporation (MIDFC)

Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building, Shillong,  
East Khasi Hills Meghalaya-793003 (India)

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### **Disclaimer**

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

This RFP is nor an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## Invitation for Proposals

### Meghalaya Infrastructure Development & Finance Corporation Ltd.

**RFP No: MIDFC/134/2023-24/22**

**Sub: Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

MEGHALAYA INFRASTRUCTURE DEVELOPMENT & FINANCE CORPORATION LTD (MIDFC)

(on behalf of Government of Meghalaya), seeks proposals from eligible bidders for Request for Proposal (RFP) for Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya

The Authority invites proposals from reputed and capable Consultants. The Consultants should have the experience of working for Semi /Govt. Organizations/ Central or State Govt./PSUs, etc. Conditional tenders shall not be accepted.

The Tender document shall be available from 18<sup>th</sup> June, 2024 at 3:00 Pm onwards in the following webportal: <https://mbda.gov.in/tenders> further, intimation i.e. (Corrigendum/Addendum/Clarification) shall be uploaded in the above website only.

Applicants are required to submit the duly proposals as per the prescribed format on or before 16<sup>th</sup> July, 2024 at 3:00 Pm.

**For more details please visit <https://mbda.gov.in/tenders>**

**Contact No: 7629898737 / 8837472981**

<b>Tender Inviting Authority</b>	Meghalaya Infrastructure Development & Finance Corporation Ltd.
<b>Name of Work</b>	Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya.
<b>Date of publishing the RFP Document</b>	18/06/2024
<b>Last Date/Time for Pre-Bid Queries</b>	25/06/2024 at 12:00 PM
<b>Date/ Time/ Place of Pre-Bid Conference</b>	26/06/2024 at 12:00 PM. Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India) Or Through Video Conferencing Google Meet joining info Video call link: <a href="https://meet.google.com/eat-xupd-izf">https://meet.google.com/eat-xupd-izf</a>
<b>Last date and time for submission of Proposal</b>	16 <sup>th</sup> July 2024 at 1500 hrs
<b>Hard copy submission &amp; email</b>	Technical Proposals to be submitted in hard copy at Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India) & in <a href="mailto:midfcmrs@gmail.com">midfcmrs@gmail.com</a> Financial Proposals to be submitted in excel format (The file must be password protected). The password shall be shared by the authorized representative of the consultant on the time and date of the Financial Bid opening.
<b>Date and time for opening of Technical Proposal</b>	16 <sup>th</sup> July 2024 at 1600 hrs
<b>Date and time for Technical Presentation</b>	To be communicated
<b>Date and time for opening of Financial Proposal</b>	To be communicated
<b>Bid Security</b>	INR 1,00,000/- to be paid in the form of DD/ Bank Guarantee from Scheduled/ Nationalized Bank in favour Meghalaya Infrastructure Development & Finance Corporation Ltd.
<b>Tender Processing Fee</b>	INR 10,000 /- to be paid online or in the form of DD from Scheduled/ Nationalized Bank in favour of Meghalaya Infrastructure Development & Finance Corporation Ltd.
<b>Contact No</b>	8837023352/ 7629898737

Sd/-

Executive Director (Technical),  
MIDFC



# 1. INTRODUCTION

## 1.1 Background

- 1.1.1 The Commissioner Secretary Planning and Chief-Executive Officer, MIDFC (Meghalaya Infrastructure Development Finance Corporation) of the Government of Meghalaya (“Authority”), intends to engage **Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya.**
- 1.1.2 This request for proposal is addressed to firms having experience of **Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya.**
- 1.1.3 Ministry of Tribal Affairs has approved the setting up of 38 EMRS in the state. Construction for 23 schools has been allocated to the State Govt. and work will be executed by MIDFC. The Government of Meghalaya intend the services for specific land parcels/location mentioned in Annexure- A.

## 1.2 Request for Proposals

- 1.1.4 The Authority invites proposals (the “**Proposals**”) for selection of consultant (the “**Consultant**”) who shall provide consultancy of the project titled **Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya** in conformity with the TOR (collectively the “**Consultancy**”). The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

## 1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Invitation for Proposals.

## 1.4 Sale of RFP Document

RFP document can be downloaded from the Official e procurement Website of the Authority. The Applicant shall submit Tender Processing Fee as mentioned in the Bid Data Sheet.

## 1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “**PDD**”).

## 1.6 Brief description of the Selection Process

The Authority has adopted a **Quality- and Cost-Based Selection (QCBS)** two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as

specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected.

## 1.7 Currency conversion rate and payment

1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## 1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

<b>Tender Inviting Authority</b>	Meghalaya Infrastructure Development & Finance Corporation Ltd.
<b>Name of Work</b>	<b>Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents &amp; Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya</b>
<b>Date of publishing the RFP Document</b>	18/06/2024
<b>Last Date/Time for Pre-Bid Queries</b>	25/06/2024 at 12:00 PM
<b>Date/ Time/ Place of Pre-Bid Conference</b>	26/06/2024 at 12:00 PM Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India)  Or Through Video Conferencing Google Meet joining info Video call link: <a href="https://meet.google.com/cqf-pcyu-twv">https://meet.google.com/cqf-pcyu-twv</a>
<b>Last date and time for submission of Proposal</b>	16 <sup>th</sup> July, 2024 at 1500 hrs
<b>Date and time for opening of Technical Proposal</b>	16 <sup>th</sup> July, 2024 at 1600 hrs
<b>Date and time for Technical Presentation</b>	To be communicated
<b>Date and time for opening of Financial Proposal</b>	To be communicated
<b>Bid Security</b>	INR 1,00,000/- to be paid in the form of DD/ Bank Guarantee from Scheduled/ Nationalized Bank in favour of Meghalaya Infrastructure Development & Finance Corporation Ltd.
<b>Tender Processing Fee</b>	INR 10,000 /- to be paid online or in the form of DD from Scheduled/ Nationalized Bank in favour of Meghalaya

	Infrastructure Development & Finance Corporation Ltd.
<b>MIDFC Bank Details</b>	Account holder name: Meghalaya Infrastructure Development & Finance Corporation Bank Name: State Bank of India CIF Number: 88166415322 Account Number: 34645149649 Branch Name: Meghalaya Sectt, Shillong, IGP Point MG Road Shillong, Dist East Khasi Hills Meghalaya 793001 IFSC Code: SBIN0006320
<b>Contact No</b>	8837023352/ 7629898737

### 1.9 Pre-Proposal visit to the Meghalaya.

Applicants are required to make its own arrangements for visit to Shillong/Meghalaya for meetings.

### 1.10 Pre-Bid Conference / Communications

The venue of Pre-Proposal Conference shall be:

Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India)

Or

Through Video Conferencing

Google Meet joining info

Video call link: <https://meet.google.com/eat-xupd-izf>

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**RFP No: MIDFC/134/2023-24/22**

**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF CONSULTANTS FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) AND BIDDING DOCUMENTS & PROJECT MANAGEMENT CONSULTANCY SERVICES FOR CONSTRUCTION OF EKLAHYA MODEL RESIDENTIAL SCHOOLS THROUGH ITEM RATE CONTRACT IN THE STATE OF MEGHALAYA**

## 2. INSTRUCTIONS TO APPLICANTS

### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a Consultant possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as individually (the “**Sole Firm**”) in response to this invitation.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

### 2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- (i) **Qualification Capacity:** The Applicant shall be **registered Firm (A Private Limited Company / Limited Company / Limited Liability Partnership registered under the Companies Act, 1956 / 2013 / under the Partnership Act of 1932)** in India or a proprietary firm or an international firm registered under equivalent law in the country of its incorporation can submit Proposal.
  - (B) **Technical Capacity:** The Applicant shall have, as specified in Section 3 – Criteria for Evaluation.
  - (C) **Financial Capacity:** The Applicant shall have minimum turnover of Rs.5 Crore as an average of last 3 years. The Turnover for the Current Financial year will be accepted upon on the submission of provisional certificate certified by the Chartered Accountant.
  - (D) **Facilities:** The bidder/Consultant shall have his own facility of Testing Materials Lab with a NABL Accreditation in the North-East India; details of the same shall have to submit through this bid.
- 2.2.3 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.4 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making do provision for incorporation of the requested information.

### 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and always hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

## **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Meghalaya and acquiring required information or any other matter considered relevant by them. Applicants shall be responsible for all the costs associated for such visits.

## **2.7 Acknowledgement by Applicant**

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or because of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Authority 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.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority 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 by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

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 highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## 2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

<b>Section Nos.</b>	<b>Title</b>
<b>1</b>	<b>Introduction</b>
<b>2</b>	<b>Instructions to Applicants</b>
<b>3</b>	<b>Criteria for Evaluation</b>
<b>4</b>	<b>Fraud and corrupt practices</b>
<b>5</b>	<b>Pre-Proposal Conference</b>
<b>6</b>	<b>Miscellaneous</b>
	<b>Schedules</b>
	<b>Terms of Reference</b>
	<b>Appendices</b>

## 2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8.

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

1. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## 2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority 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 and posting it on the Official Website.

2.11.2 The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## 2.12 Language

The Proposal with all accompanying documents (**the “Documents”**) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an

accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
  - (c) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (d) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

- 2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 1.8. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

### **2.14 Technical Proposal**

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) The Bid Security is provided;
  - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
  - (d) Profile of all Professional Personnel have been included.
  - (e) they meet the Conditions of Eligibility laid down at Clause 2.2 of the RFP;
  - (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.
  - (g) all documents have been recently signed and dated in blue ink by the respective Personnel;
  - (h) Professional Personnel proposed have good working knowledge of English language;
  - (i) Key Personnel would be available for the period indicated in the TOR;
  - (l) the proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual 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, he shall be liable to be debarred for any future assignment of the Authority 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.

- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of Consultants (the “**Professional Personnel**”) in their respective areas of expertise and support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The Profile of each such Professional Personnel, if any, should also be submitted in the format at Form-10 of Appendix.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-10 of Appendix-I.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9 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 by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Financial Proposal**

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal.
  - (iii) Costs (including break down of costs) shall be expressed in INR.



## **2.16 Submission of Proposal**

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. The Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

### **“Do not open, except in presence of the Authorised Person of the Authority”**

If the envelope is not sealed and marked as instructed above, the Authority 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.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “Technical Proposal” shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with all forms of Appendix and supporting documents; and
- (ii) Bid security as specified in Clause 2.20

The envelope marked “Financial Proposal” shall contain the Financial Proposal in the prescribed format.

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the project deliverables by the Authority and discharge of all obligations of the Consultant under the Agreement.

## **2.17 Proposal Due Date**

2.17.1 Proposal should be submitted on the Proposal Due Date as specified in Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

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

## **2.19 Modification/ substitution/ withdrawal of Proposals**

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.20 Bid Security**

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs. 1,00,000 (One lakh only) in the form of a Demand Draft or Bank Guarantee** (Refer Appendix) issued by one of the Nationalised/ Scheduled Banks in India in favour of the Meghalaya Infrastructure Development & Finance Corporation (the “**Bid Security**”), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

**Note: Exemption is allowed subject to submission of MSME registration certificate UDYAM certificate.**

- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal.
  - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
  - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
  - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **2.21 Performance Security**

- 2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
  - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
  - (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 **An amount equal to 5% (five per cent) of the Agreement Value** shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

## **2.22 Evaluation of Proposals**

- 2.22.1 The Authority shall open the Proposals at on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority 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 pursuant to Clause 2.17;
  - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
  - (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
  - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
  - (f) it contains all the information (complete in all respects) as requested in the RFP;
  - (g) it does not contain any condition or qualification; and
  - (h) it is not non-responsive in terms hereof.
- 2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity

that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.24 Clarifications**

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **2.25 Negotiations**

- 2.25.1 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, understanding of the RFP, methodology and quality of the work shall be discussed during negotiations. A Key Personnel (Team Leader) who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2 The Authority will examine the Profiles of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

## **2.26 Substitution of Key Personnel**

- 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. 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 the Authority.
- 2.26.2 The Authority expects all the Key Personnel and sufficient support staff for sub tasks. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

## **2.27 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 1 (one) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.28 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 5 (five) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

### **2.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement right away or as per timelines prescribed in RFP. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

### **2.30 Commencement of assignment**

The Consultant shall commence the Services after signing of agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

### **2.31 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (St).

The formula for determining the technical scores (St) of all other Proposals is calculated as following:

$St = 100 \times T / Tm$ , in which "St" is the technical score, "Tm" is the highest technical score, and "T" the technical score of the proposal under consideration.

3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the TL, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

SN	Description	Maximum Marks	Remarks
<b>1</b>	<b>Consultants Experience</b>	<b>30</b>	
1.1	Preparation of DPR including Detailed Structural and Architectural Designs for All types of Building Projects with Central Govt./ State Govt. / PSY. Preparation of BOQs and Cost Estimates. At least a one Project shall be from North East India.	12	3 Marks for each project
1.2	Experience in Project management Consultancy for All types of Building Projects with Central Govt./ State Govt. / PSU. At least a one Project shall be from North East India.	12	2 Marks for each project
1.3	Preparation of Tender Bidding Documents including for All types of Building Projects with Central Govt./ State Govt. / PSU. At least a one Project shall be from North East India.	6	2 Marks for each project
<b>3</b>	<b>Experience of Team Members</b>	<b>45</b>	
3.1	Structure / Design Engineer (Team Leader: Phase 1)	6	1. Qualification: <b>15%</b> 2. Overall Professional Experience: <b>15%</b> 3. Experience in Similar projects/assignments: <b>60%</b> 4. Experience in North East or Hilly
3.2	Quantity Surveyor / Estimation Expert	6	
3.3	Project Manager (Team Leader: Phase 2)	6	
3.4	Geo Tech Engineer / Engineering Geologist (Phase 1 & Phase 2)	4	

SN	Description	Maximum Marks	Remarks
3.5	MEP Engineer (Phase 1 & 2)	4	Region: <b>10%</b>
3.6	Electrical Engineer (Phase 1 & 2)	4	
3.7	Senior Surveyor (Phase 1 & 2)	4	
3.8	Architect (Phase 1 & 2)	6	
3.9	Health Safety & Environment Expert (Phase 1 & 2)	5	
3.10	Resident Engineer (2 Nos) (Phase 2)	0	
3.11	Site Engineers (4 Nos)	0	
<b>4</b>	<b>Approach &amp; Methodology</b>	<b>10</b>	
4.1	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	8	
4.2	Work Schedule and Planning for Deliverables	2	
<b>5</b>	<b>Technical Presentation</b>	<b>15</b>	
<b>Total</b>		<b>100</b>	

3.1.5 **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility as provided in Section 3 – Criteria for Evaluation.

SN	Description	Qualifications & Experience
1	Structure / Design Engineer (Team Leader: Phase 1 )	M-Tech / ME in Structural Engineering with Minimum 10 years of professional Experience
2	Quantity Surveyor / Estimation Expert (Phase 1 & 2)	With BE / B.Tech. in Civil Engineering with Minimum 8 years' Experience
3	Project Manager (Team Leader: Phase 2)	With BE / B.Tech. in Civil Engineering with Minimum 10 years' Experience
4	Geo Tech Engineer / Engineering Geologist (Phase 1 & Phase 2)	With BE / B.Tech. in Civil Engineering with Minimum 5 years' Experience
5	MEP Engineer (Phase 1 & 2)	With BE / B.Tech. in Civil/Mech/Elec Engineering with Minimum 5 years' Experience
6	Electrical Engineer (Phase 1 & 2)	With BE / B.Tech. in Electrical Engineering with Minimum 5 years' Experience

SN	Description	Qualifications & Experience
7	Senior Surveyor (Phase 1 & 2)	With Diploma in Civil / Survey Engineering with Minimum 8 years' Experience
8	Architect (Phase 1 & 2)	Bachelor of Architecture with Minimum 10 Years Experience and with Council of Architect Certification
9	Health Safety & Environment Expert (Phase 1 & 2)	With BE / B.Tech. in Civil Engineering with Minimum 5 years' Experience
10	Resident Engineer 1 (Phase 2)	BE / B. Tech Civil Engineer with min 8 years of experience
11	Resident Engineer 2 (Phase 2)	BE / B. Tech Civil Engineer with min 8 years of experience
12	Site Engineer 1 (Phase 2)	BE / B. Tech Civil Engineer with min 3 years of experience
13	Site Engineer 2 (Phase 2)	BE / B. Tech Civil Engineer with min 3 years of experience
14	Site Engineer 3 (Phase 2)	BE / B. Tech Civil Engineer with min 3 years of experience
15	Site Engineer 4 (Phase 2)	BE / B. Tech Civil Engineer with min 3 years of experience

### 3.2 Short-listing of Applicants

If the number of such pre-qualified Applicants is less than three the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed three.

### 3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score ( $S_F$ ).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.

3.3.3 The Authority 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 ( $S_F$ ) 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)

### 3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal

$T_w = 80\%$  &  $F_w = 20\%$

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clause 2.0, as the case may be.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 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, the Authority 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. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, 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) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
  - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
  - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the 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.

## 5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

# SCHEDULES

## 7. Terms of Reference (TOR)

# Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya.

### GENERAL

MIDFC requires the services of suitably qualified design consultancy firms having experience in Preparation Of DPR, Detailed Structural Designs And Drawings For various infrastructure works preparation of Detailed Project Report (DPR) of various infrastructure works for various central/ state govt./ externally funded projects, to provide design/ DPR consultancy services in order to ensure that various infrastructure works in Meghalaya are designed and constructed in accordance with the proper design/ planning to the satisfaction of the MIDFC. The consultancy firm will be required to have team of suitably qualified & experienced designers, engineers. Ministry of Tribal Affairs has approved the setting up of 38 EMRS in the state. Construction for 23 schools has been allocated to the State Govt. and work will be executed by MIDFC.

### SCOPE OF SERVICES

The Scope of work includes but not limited to the following:

#### *A: Phase 1: Detailed Project Report*

##### *a) Detailed Topographical survey and Drawings*

The consultant shall carry out detailed topographical survey of the given site at 0.5m contour interval and prepare contour drawings and submit in both soft and hard copy.

##### *b) Detailed Architectural Drawings and Landscaping works*

During the process of the detailed design work, the consultant shall incorporate all the comments from MIDFC/Concerned Department and its Engineering Division. The consultant shall perform detailed tender ready drawing and have an ample discussion with the client before submitting the final report. The consultant shall prepare the detailed architectural drawing and show the landscaping works in the construction site. The consultant will also show the 3D version of the construction site and the building to be made.

##### *c) Site Investigation Report*

This report shall contain:

- Brief description of work.
- Geographic location of the site with index plan.
- Topology of the site (description of site with site plan).
- Climatic data, location on seismic and wind map.
- Geological details.
- Information regarding ground water.
- Other items.

##### *d) Soil Investigation Report*

- This report shall contain the following:

##### *e) Field investigation report*

- Description of field investigations.
- Data of field investigations (log of boreholes with diagrams and data of in-situ test).

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- Details of ground water observation.

**f) *Laboratory investigations***

- List of routine laboratory tests conducted (grain size, limits, swell tests, unconfined results of laboratory in standard format). This may be presented as appendix.
- List of special tests conducted. Compression, triaxial test, consolidation test etc.

**g) *Subsoil conditions***

This is the heart of the report and should be clear and concise. This is reported under the following subheads:

- Description of soil conditions as evaluated from all field and laboratory results.
- Analysis and discussion of field and laboratory tests.
- Design criteria like allowable settlements to be used.
- Calculations for determining safe bearing capacity, capacity of pile, slope stability etc.
- Report on seismic analysis of the site.
- Recommendations on choice of type of foundation, allowable bearing pressures, slope stability, ground improvement, etc.
- Recommendation of soil parameter for structural design.
- Recommendations for safety measures to be taken during construction such as excavation.

**h) *Detailed Structural Design and Structural Drawings***

The consultant shall develop a 3D analytical model for the purpose of analysis, using any of the international standard finite element software. Real and accidental torsional effects must be considered for all structures. Structural system proposed by the consultant shall be able to resist effectively the gravity as well as lateral loading induced by both earthquake and wind. Consultant is free to choose any international building codes however; the minimum criteria of NBC 105 shall strictly be incorporated. Consultant shall submit soft copy of analytical model.

The consultant shall perform detailed structural design and prepare structural drawings showing all necessary structural details and shall follow the requirements for the ductile detailing. The detailing shall comply with the requirements of IS13920 or any other relevant ductile detailing code. The consultant shall submit soft copy of analytical model and both hard copy and soft copy of structural design and detailing.

**i) *Electrical Design and Drawings***

The consultant shall carry out detailed electrical design with Standard Practice and Codes for public buildings and shall comply with NBC 207:2003. The Consultant shall prepare electrical drawings showing necessary details required for electrification and submit in both digital and printed form.

**j) *Sanitary Design and Working Drawings***

The consultant shall carry out detailed water supply and sanitation design and drawings along with the storm water drainage, fire fighting systems, showing necessary details required for construction. The Consultant shall prepare drawings showing all necessary details required for the system and submit in both soft and hard copy. They shall comply with relevant international code as well as with NBC.

**k) *Reporting Requirements:***

The Consultant shall prepare and submit the reports as specified below. Computer Software should be used to prepare all drawings. All reporting shall be in English and in the SI unit. Inception, draft and final reports should be submitted to MIDFC/Concerned Department as specified below. Reports shall be submitted in digital copy as well as in 3 printed form in A4 size paper. Similarly, all the drawings shall also be submitted in digital as well as in 3 printed form. The drawing shall not be in less than A3 size of papers.

**l) *Inception/ Field Report:***

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The consultant should submit two sets of inception report to the Aathbiskot municipality within 1 month from the date of Work Order. The inception report shall clearly specify review of architectural design and preliminary structural analysis and design, including minutes of meetings with the concerned personnel and representatives of MIDFC/Concerned Department.

**m) Cost Estimates :**

- a. Details of measurement and its proper linking to the respective heads in BOQ and then to the main Detailed Estimate sheet (DE).
- b. BOQ of EMRS Phase-II and Single-Phase shall be prepared on DSR-2019 with Item Sub-Head Wise (Vertically) and Heads Building & Service Wise (Horizontally). The applicable CPWD Cost Index shall be added as per relevant CPWD Cost Index order. A sample BOQ may be shared to PSUs for uniformity. The BOQ shall be divided into the approved Building & Service components such as School Building, Boys' Hostel, Girls' Hostel, Warden Residences (Boys'), Warden Residences (Girls'), Kitchen & Dinning, Principal Quarter, Type III Quarter, Type II Quarter, Security Cabin & Entrance Gate, Electrical Sub Station (ESS), Sump & Pump Room, Septic Tank & Soak Pit, Site Development Cutting & Filling, retaining wall/Stone Pitching, Compound Wall and Roads and other Services such as Plumbing, Fire lighting Electrical Internal and, Electrical External, etc.
- c. Cost Index in the estimate shall be supported with Documents from CPWD. In case the CPWD Cost index is not available for the particular location, the Detailed Estimate shall be submitted at par with DSR-2019 without considering Cost Index.
- d. The correctness in the quantities, rates and items are the responsibility of the concerned PSU. The quantities in the estimate are to be supported by details of measurements, MLP, designs, site conditions, approved drawings, inventories etc.
- e. Provide detailed cost estimates and Last Market Rate (LMR) analysis based on PRICE.
- f. Obtain necessary statutory approvals from authorities and departments.
- g. Work out rates based on current market rates or quotations from standard manufacturers/suppliers if not available in the schedule.

**n) Vetting of Designs:**

- a. Vet drawings, documents, and designs for concept and master plans architectural and structural details, allied services, and external development works.
- b. Ensure structural drawings are vetted by CBRI Roorkee or Indian Institutes of Technology (IITs)..

**o) Detailed Project Report:**

DPR shall contain all the working drawings (structural, electrical, acoustic, water supply, sanitary, storm water drainage), geotechnical investigation report and

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relevant details including design calculation. The consultant should submit two sets of the report comprising experts for discussion, comments and suggestions.

**Note:** Consultant shall prepare the DPR as per the “*EMRS Guidelines for Submission Of DPR And Construction Of EMRS Including Upgradation Of KSP*” (Attached As Annexure- A).

***p) Preparation of Detailed Tender Bidding Document:***

Consultant shall Prepare and draft detailed Tender Bid Documents (Request for Qualification (RFQ) the Request for Proposal (RFP) and draft contract agreement. for Construction of each EMRS project. The RFP shall include special conditions, conditions of contract, technical specification, detailed bill of quantities etc.



## ***A: Phase 2: Project Management Consultancy including Design & Construction Supervision during Construction Stage***

The scope of the consultancy service will include but not limited to the following:

### **1. General**

1. PMC Team Leader will work as Engineer (Project Manager) for the work contracts. See Annexure 2 for detailed responsibilities of the Engineer.
2. The Consultant shall perform the services in accordance with the laws and any other instruments having the force of Law in India, as they may be issued from time to time.
3. Review of Detailed Engineering Designs, Contract Specifications, and other related issues
  - i. Review detailed engineering designs, alignment, plans and profile, BOQs, technical specifications, and contract specifications, rate analysis and surveys and investigations undertaken during the preparation of engineering designs as well as those carried-out by the contractors to identify any faults and omissions as well as opportunities to improve designs, cost-effectiveness, construction specifications, road safety, and climate resilience, and management of social and environmental issues. This will include field verification of the engineering designs jointly with MIDFC/Contractors.
  - ii. Prepare suitable proposals for modifications/improvement in designs, drawings, BOQs and specifications, extra items (including rate analysis and specifications), and other contract conditions based on the above review. Seek employer's approval as required and implement the revisions.
  - iii. Prepare Good for Construction (GFC) drawings that accurately represent the detailed design and are suitable for use on the construction site for each EMRS.
  - iv. Timely issuance of GFC Drawing.
  - v. Ensure that all GFC drawings are reviewed and vetted by a competent authority (IIT / NIT) to confirm their adherence to the approved design and regulatory requirements.

### **2. Work Program and its updating**

- i. Scrutinize the Contractors' detailed work program and work methods, suggest necessary modifications;
- ii. Assist contractors to use IT based project management tools to prepare the work program including resource planning and monitor implementation progress.
- iii. Obtain updated work program as required when the original program is outdated or as per the time schedule specified in the works contract GCC sub-clause 26.3.
- iv. Organize an orientation program for the contractors and PWD staff to acquaint them about contract provisions as well as their obligations, duties and responsibilities
- v. Scrutinize and/or review Contractor's superintendence, personnel, mobilization, and suggest modifications, if any
- vi. Review and recommend proposals for extension of time.

### **3. Monitoring Regulatory Issues**

- i. Review and ensure conformity and validity of Contractor's securities, insurance;

### **4. Measurements and Payments**

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- i. Process interim and payment certificates of the Contractor.
  - ii. PMC shall promptly submit the duly certified payment certificates to MIDFC for payment.
  - iii. All measurements will be certified by PMC representative. Resident Engineers will re-check and certify at least 20% of the measurements.
  - iv. PMC will inform Employers representative and contractors about the measurements, so that they can participate in the measurements if they wish.
  - v. Maintain a permanent record of all measurements in the Measurement Books including levels and test results (issued by authorities) for the work quantities to be paid and results of all the tests. Records in any form other than the prescribed measurement books shall not be accepted.
  - vi. Prepare Financial Statements.
  - vii. Maintain a day-to-day diary recording all events relevant to the works.

#### **5. Management meetings and Monthly Progress reports**

- i. Conduct monthly management meetings involving Contractor's representatives and MIDFC.
- ii. Prepare monthly and quarterly progress reports as per the agreed formats with MIDFC.
- iii. Review Monthly work progress reports of the Contractor
- iv. Prepare progress reports.

#### **6. Supervision of works**

- i. Monitor closely and regularly the mobilization and progress of work and advise the Contractor about corrective measures.
- ii. Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
- iii. Carry out supervision of all works as per approved method statement of various items of work and ensure proper supervision as per requirement and report the details of supervision to MIDFC.
- iv. Examine Contractor's preparation and the completed portion of work as per requests for inspection" and promptly advise the Contractor with mutually agreed upon periodic/regular information to MIDFC with a copy of the „request for inspection“.
- v. Ensure taking requisite samples during execution and promptly advise the contractor about the results.
- vi. Carry out regular inspection of the Contractor's equipment, Plant, Machinery, installations, labour camps, housing and medical facilities and ensure that they are adequate and are in accordance with the terms and conditions of the Contract.
- vii. Direct the Contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the client thereof as soon thereafter as is reasonably practicable.
- viii. Supervise the Contractor in all matters concerning safety and care of the work and maintenance of road during construction including environmental aspects and labour welfare and maintain the appropriate data.

#### **7. Variations and Adjustments**

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- i. Review all variations and extra items and obtain Employer's approval before allowing those to the contractor.
  - ii. Rate for new items of work as well as where the item is satisfying the criteria specified in the contract shall be finalized after obtain approval of the Employer.
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## **8. Additional Services:**

If requested by Employer, PMC/ENGINEER shall provide any additional services (to those specified in these TORs), through a mutually agreed variation order to the Consultant's contract.

## **9. Communication and Information Management**

- i.** PMC/ENGINEER will be responsible for all communications to contractors and keeping records of all communications and contract related information. This will include the following:
- ii.** Prepare and use standard formats and templates for project communications.
- iii.** Ensuring effective communication with contractor avoiding any liability of delay on the part of Employer
- iv.** To establish and use a computerized documentation control system to record/receive/issue/approve/reject/ monitor RFIs and all contractual correspondences. The system should have real time interface with client and the contractor;
- v.** To handover all the project records that include correspondences, memos, meeting minutes, and other documents describing the project in an organized manner sorted on month wise to the Employer upon completion of the assignment, in hardcopy and in soft copy.

## **10. Reporting Requirements and Time Schedule for Deliverables:**

- i.** PMC shall submit the following reports and deliverables as per the formats and contents agreed with the Employer. The soft copy of project monitoring component shall be prepared using any computer aided project management tool (MS projects or Primavera) and shall be provided to the client in their respective and editable file types.

The Deliverable Timelines will be as per the below table:

## 1. Phase 1: Deliverable Timelines

1.1. The Deliverable Timelines will be as per the below table:

Phase 1: DPR Stage

SN No	Deliverables	Timelines
1.	Stage 1: Architectural and Design Basis Report (soft and 1 Hard copy)	45 days from the date of commencement
2	Stage 2: Architectural and Structural detailed drawings for constructions and (soft and 1 Hard copies)	90 days from the date of commencement.
3	Stage 3: Submission of Draft Detailed Project Report including BOQ & Cost Estimate	120 days from the date of commencement
4	Stage 4: Tender documents for the above works (2 Hard copies and soft copy)	30 days from the date of Submission of Draft DPR
5	Stage 5: Submission of Final Detailed Project Report	180 days from the date of commencement.

## 2. Phase 2: Deliverables and Timelines

Sl. No.	Deliverable Document	Scheduled Time	No. of hard copies along with soft copy
1	Inception Report	Within 30 days from the Commencement of Services of the Consultant	3 copies
2	Construction Supervision Manual	30 calendar days from the Commencement of Services of the Consultant	3 copies
3	Manual for Maintenance during DLP	To be submitted at least two months prior to the completion of first package.	3 copies
4	Monthly Progress Report, format to Be agreed with the Employer	By the 7th of Every Month	3 copies
5	Quarterly Progress Report	Within 15 days of completion of each quarter	3 Copies

<b>Sl. No.</b>	<b>Deliverable Document</b>	<b>Scheduled Time</b>	<b>No. of hard copies along with soft copy</b>
6	Completion Report for each contract	Within 30 days of completion of each contract	3 Copies
7	Final Completion Report, including key	Within one month of the	3 Copies

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## ***DUTIES & RESPONSIBILITIES OF THE ENGINEER***

- (a) The duties of the Engineer are to supervise the works and to approve the materials and workmanship of the works in cooperation and consultation with the employer, as spelt out in the Construction Contract Documents for the works. As stated therein, the Engineer shall have authority to relieve the contractors of any of their duties or obligations under the contracts. The Engineer will administer the work contracts and ensure that the contractual clauses whether related to quality or quantity are respected by the contractors.
- (b) The duties of the Engineer include issuing of decisions, certificates and orders as specified in detail in the Construction Contract Documents. In case of any disparity, the stipulations made in the construction contract documents will prevail in order of priority mentioned therein. The Engineer will coordinate with the supervision team to ensure that the Technical policies are correctly and consistently implemented on all the road sections.
- (c) The principal responsibilities of the Engineer will be, but not limited, to the following:
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- (i) Ensure that the construction works are in accordance with the Technical Specifications and the construction methods proposed by the contractor are in compliance with the best industry practices.
- (ii) Approve contractors work program including activity scheduling and resource programming. Review and approve the updated program whenever there is short fall of progress.
- (iii) Participate in the OGL survey and setting out by the contractor with prior intimate onto the Executive Engineer of the concern division of PWD, Meghalaya.
- (iv) Approve construction materials and material sources.
- (v) Review and approve all concrete mixes (granular sub base, sub base, bituminous courses and cement concrete mixes etc.). In case of any deficiency, the same has to be addressed before approval.
- (vi) Review and approve the Quality Assurance / Manual of the contractor. Approve, testing procedure and Quality control measures of the contractor to ensure required standard and consistency in quality, at the commencement of the activity. Inspect and test all materials / final product to ensure compliance with Technical Specifications of the construction contract document.
- (vii) Review and approve the contractor's Good For Construction drawings, including the arrangement of false works / temporary works, as appropriate, prior to construction.
- (viii) Report the necessity of any modifications / design changes and need for any variation orders as early as possible to the Employer with full details / reasons for approval of the Employer as stated in the conditions of contract.

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- (ix)** Check all quantity measurements and calculations required for payment purpose. The Engineer of the MIDFC or any such person nominated or empowered by competent Authority, is empowered to check any measurements, levels and quality tests.
- (x)** Monitor the construction progress closely and whenever it is perceived that the progress is not commensurate to the work program of the contractor, direct the contractor to deploy additional resources to speed up the progress as per the approved work program.
- (xi)** Review the monthly progress reports to be submitted by the contractor in accordance to the contract document and bring out the short comings to the notice of the contractor for addressing the same in the next monthly report.
- (xii)** Evaluate all claims and extensions of time submitted by the contractor in accordance with the contract document and make judicious recommendations for the consideration of the Employer.
- (xiii)** Check and approve “as-built” drawings for the works prepared by the contractor in accordance with the provisions contained in the contract document. After approval submit the same to the Employer (both hard copies and in electronic form) along with complete set of records , reports , photographs and correspondences for record.
- (xiv)** Inspect the works as required in the contract document during Defects Liability cum maintenance period.
- (xv)** Certify for the release of balance retention money to the contractor in accordance with the provisions contained in the contract document.
- (xvi)** Issue completion certificate / taking over certificate and performance certificate to the contractor observing the stipulations contained in the contract document.





***Other responsibilities:***

1. Prepare, in consultation with the Employer, a construction supervision manual outlining routines and procedure to be applied in contract management, construction supervision, cost control, quality control and monitoring & administration. This document to be submitted to the Employer within 45 days of the commencement of consultancy services.
2. The financial progress reports generated by the Consultant shall be interfaced with the Management System of the Employer / Client.
3. Assist the Employer during the visits / meetings of the Adjudicator / Dispute Review Board / Arbitration proceedings and any other hearings held by statutory and legal body, if any.
4. The Engineer shall prepare and submit the reports as stated in these terms of reference.
5. Impart training including field visits to the on-going works under consultant's supervision to the Employers Technical Personnel in batches of about 5-10 persons , for at least two days ( one day class room and one day site field visit ) , at the appropriate places , decided in consultation with the Employer. Training should include (i) Technical Specifications different components of works, (ii) Methodology for execution, (iii) quality control, and (iii) contract management. Training module along with the contents shall be finalized in consultation with the Employer. Such programs should be held at least once in a month on regular basis during the currency of the consultancy services. Necessary arrangements for these trainings to be made by the consultant, reimbursable on actual basis, however the Travelling, lodging and daily allowance of the personnel of the PWD, Meghalaya are to be borne by the PWD, Meghalaya directly to the participants.

***Construction Supervision Manual/ Quality Management***

i) The Consultant shall submit a Construction Supervision Manual identifying the quality requirements and /or standards for the project and documenting how the project will demonstrate compliance. The Construction Supervision Manual shall provide necessary processes and matrices for Quality and Contract Management and shall include but not limited to the following.

- i. The quality standards that apply to the project, with reference to the technical specifications and codes
- ii. Quality control, quality assurance and process improvement approaches for the project
- iii. Quality control tools and techniques
- iv. The responsibility chart/ matrix showing who will be involved in managing quality, when and what their specific duties will be

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- v. The metrics that shall be used to measure quality
- vi. Specific mentions about the parts of the projects or deliverables that will be measured and their time and frequently check lists for inspection of material and processes
- vii. Flow charting of processes to detect potential quality problems
- viii. Scope for periodically quality audit
- ix. Balance the needs of the of quality with scope, cost, time, resources and risk

**Duration:**

The Duration of the assignment will be as follows.

SN	Description	Months
1	Phase 1 : Detailed Project Report	6 Months
2	Phase 2: Project Management Consultancy / Construction Supervision	24 Months
3	Total	30 Months

**Deployment Schedule**

SN	Description	Phase 1	Phase 2
1	Structure / Design Engineer(Team Leader for Phase 1 )	6	12
2	Quantity Surveyor / Estimation Expert	4	12
3	Project Manager (Team Leader for Phase 2)	0	24
4	Geo Tech Engineer / Engineering Geologist (Phase 1 & Phase 2)	4	6
5	MEP Engineer (Phase 1 & 2)	4	6
6	Electrical Engineer (Phase 1 & 2)	4	6
7	Senior Surveyor (Phase 1 & 2)	4	12
8	Architect (Phase 1 & 2)	6	8
9	Environmental Expert (Phase 1 & 2)	2	6
10	Resident Engineer 1	0	24
11	Resident Engineer 2	0	24
12	Site Engineer 1	0	24
13	Site Engineer 2	0	24
14	Site Engineer 3	0	24

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15	Site Engineer 4	0	24
<b>16</b>	<b>Total</b>	<b>34</b>	<b>236</b>

**Payment Schedule:**

**Phase 1**

SN	Deliverables	Payment	Remarks
1	Stage 1: Architectural and Design Basis Report (soft and 1 Hard copy)	10%	Of Phase 1 Quoted Amount
2	Stage 2: Architectural and Structural detailed drawings for constructions and (soft and 1 Hard copies)	25%	
3	Stage 3: Submission of Draft Detailed Project Report including BOQ & Cost Estimate	25%	
4	Stage 4: Tender documents for the above works (2 Hard copies and soft copy)	25%	
5	Stage 5: Submission of Final Detailed Project Report	15%	

**Phase 2**

SN	Deliverables
1	Monthly Payment based on actual attendance and person month rates of Resource/ Experts
2	Monthly Payment of Reimbursable (on pro rata basis of quoted amount of Reimbursable Amount)

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**Details of Land / Locations**

**ANNEXURE-A**

SN	Name of EMRS	Area of Land Available
1	Songsak, Vill: Samin Songkama, (Plot/Khasra/Surve nos.- Not Mentioned) Block: Songsak, District: East Garo Hills	Area of Land: (51+21) = 63 Bighas 19.38 Acre (approx.)
2	Rongara, Vill: RangtangSORA, (Plot/Khasra/Surve nos. Not Mentioned) Block: Rongara, District: South Garo Hills	Area of Land: 55+15+15+15 =100 Bighas 33.00 Acre (approx.)
3	Zikzak, Vill: Chopapara, (Plot/Khasra/Surve nos. Not Mentioned) Block: Zikzak, District: South West Garo Hills	Area of Land: 45 Bighas = 15 Acre (approx.)
4	Dambo Rongjeng, Vill: Nongchram , (Plot/Khasra/Surve nos. Not Mentioned) Block: Dambo Rongjeng, District: East Garo Hills	Area of Land: 24.20 Bighas = 15 Acre (approx.)
5	Khliehriat, Vill: Jaurabg , (Khata/Plot/Survey nos. Not Mentioned) Block: Khliehriat, District: East Jaintia Hills	Area of Land = 15 Acres
6	Kharkutta, Vill: Kharkutta Songittal , Block: Kharkutta, District: North Garo Hills	Area of Land: 8.26 (Patta Land) + (8.93 Community without patta land) = 17.19 Acres
7	Saipung, Vill: Sakhain , (Plot/Khasra/Surve nos. Not Mentioned) Block: Saipung, District: East Jaintia Hills	Area of Land: 70905 sq. mtrs = 17.52 Acre (approx.)
8	Mawsynram, Vill: Kenbah Malai , (Plot/Khasra/Surve nos. Not Mentioned) Block: Mawsynram, District: East Khasi Hills	Area of Land: 60788.828 sq. mtrs = 15.00 Acre (approx.)
9	Pynursla, Vill: Phlangdkhi , (Plot/Khasra/Surve nos. Not Mentioned) Block: Pynursla, District: East Khasi Hills	Area of Land: 100440 sq. mtrs = 24.80 Acre (approx.)

**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

SN	Name of EMRS	Area of Land Available
10	Jirang, Vill: Warmawsaw - Umwsohbar , (Plot/Khasra/Surve nos. Not Mentioned) Block: Jirang, District: Ri Bhoi	Area of Land: 60776.84 sq. mtrs = 15.00 Acre(approx.)
11	Dadengiri, Vill: Warmawsaw - Umwsohbar , (Plot/Khasra/Surve nos. Not Mentioned) Block: Dadengiri, District: West Garo Hills	Area of Land: 78549 sq. mtrs = 19.40 Acre(approx.)
12	Dalu, Vill: Rangdapara, (Plot/Khasra/Surve nos. Not Mentioned) Block: Dalu, District: West Garo Hills	Area of Land: 74339 sq. mtrs = 18.367 Acre(approx.)
13	Gambegre, Vill: Saka Boldamgre, (Plot/Khasra/Surve nos. Not Mentioned) Block: Gambegre, District: West Garo Hills	Area of Land: 73991.4 sq. mtrs = 18.28 Acre(approx.)
NOTE: Details of land for 10(Ten) Locations to be updated		

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## APPENDICES



**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

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**APPENDIX-I**

**TECHNICAL PROPOSAL**

**Form-1-Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,

Executive Director (Technical),

Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd.

Behind Bethany Hospital, Lower Nongrim Hills, Top Floor,

Meghalaya Basin Development Authority (MBDA) Building

Shillong East Khasi Hills Meghalaya-793003 (India)

**Sub: Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

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 selection as Consultant for the ..... Project. The proposal is unconditional and unqualified.

2. 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.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates 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.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
  - (c) 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 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. 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 2.8 of the RFP document.

**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

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9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. .... (Rupees ..... ) in the form of a Demand Draft/ Bank Guarantee is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. In the event of my/our firm/ being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
16. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

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**Form-2 -Particulars of the Applicant**

*(To be provided on Letter Head)*

1.1	<p><b>Title of Project:</b>  <b>Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents &amp; Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya</b></p>
1.2	State whether applying as Sole Firm
1.3	<p>State the following:          Name of Company or Firm:          Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):          Country of incorporation:          Registered address:           Year of Incorporation:          Year of commencement of business:          Principal place of business:          Brief description of the Company including details of its main lines of business          Name, designation, address and phone numbers of authorised signatory of the Applicant:          Name:          Designation:          Company:          Address:          Phone No.:          E-mail address:  <b>Note: The Applicant should provide documentary evidence.</b></p>
	<p align="right">(Signature, name and designation of the authorised signatory)          For and on behalf of .....</p>

**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

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**Form-3-Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise 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 “**Authorised 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 ..... Project, proposed to be developed by the ..... (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised 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 Authorised 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.

Notarised

Accepted

.....

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

**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

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*Notes:*

- *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 notarised by a notary public.*
- *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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**Engagement of Consultants for Preparation of Detailed Project Report (DPR) and Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential Schools through Item Rate Contract in the State of Meghalaya**

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**Form-4 Financial Capacity of the Applicant**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Revenue (Rs. Cr.)</b>
1.		
2.		
3.		
4.		
5.		

**Certificate from the Statutory Auditor<sup>s</sup>**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>s</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**

**Form-5 - Proposed Methodology, Work Plan and Presentation**

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

**1. Understanding of TOR (not more than two pages)**

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 (not more than twenty pages)**

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 (including subcontracted assignments etc) and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities and provide a quality assurance plan for carrying out the Consultancy Services.

**3. Presentation (to be notified after opening of Pre-qualification and Technical Proposal)**

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**  
**Form-6 - Abstract of Eligible Assignments of the Applicant**

<b>S.No</b>	<b>Name of Project</b>	<b>Name of Client</b>	<b>Key Activities performed related to Project</b>
(1)	(2)	(3)	(4)
1			
2			
3			
4			

- The Applicant should provide details of only those projects that have been undertaken by it under its own name.



**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**  
**Form-7 - Experience of the Applicant for Technical Evaluation**

(Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.)

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity (Profiles):
Name of Client:		No. of Staff:
Address:		Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (In Rs./ US\$):
Name of Associated Bidder, if any:		
Name of Staff involved, and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

**Note: Work order / Work completion certificate / Agreement/ Satisfactory Certificate / Reference Letter shall be submitted along with the reference.**

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**  
**Form-8 - Particulars of Key Personnel**

S. No.	Key Personnel Position	Name	Educational Qualification	Length of Professional Experience	Present Employment		Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**  
**ANNEXURE-A Curriculum Vitae (CV) / Profile of Key Personnel**

Photo of the Expert	Name		
	Position		
	Date of Birth		
	Education		
Employment Record			
Organisation/ Company	From	To	Position Held
Total Years of Experience			
Years of Experience Relevant to the proposed role			
Brief Profile			
Languages			
Details of Professional Membership			
<b>Work Undertaken that Best Illustrates Capability to Handle the Task Assigned</b>			
Name of assignment of project: Year- From:     To:  Location: Client: Main project features: Positions held: Activities performed:			

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**

Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Signature of staff member

Date:

Signature of Authorized Signatory

Date:

Attach the following:

- 1. Adhaar / Voter ID / Pan Card**
- 2. Education Certificate.**

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**

**FORMAT FOR JOINT BIDDING AGREEMENT**

**Not Applicable for this Contract**

**(To be executed on Stamp paper)**

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20....

AMONGST

1. .... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at ..... (hereinafter referred to as the “First Party” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. .... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at ..... (hereinafter referred to as the “Second Party” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at ..... (hereinafter referred to as the “Third Party” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND AND THIRD PARTY are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) [Name of Authority], represented by its [xxx] and having its principal offices at [Address], INDIA (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) by its Request for Proposal No. .... dated ..... (the “RFP”) for “Selection of Consultant to .....(Project name)”

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**Joint and Several Liability**

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

#### **4. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

#### **5. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**

award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Authority to the Applicant, as the case may be.

**6. Miscellaneous**

6.1 This Joint Bidding Agreement shall be governed by laws of India.

6.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Transaction Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

<p>For and on behalf of LEAD MEMBER by:</p> <p>(Signature) (Name), (Designation), (Address) SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of LEAD MEMBER by:</p> <p>(Signature) (Name), (Designation), (Address)</p> <p>In the presence of: 1. 2.</p>	<p>For and on behalf of CONSORTIUM MEMBER by:</p> <p>(Signature) (Name), (Designation), (Address) SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of MEMBER by:</p> <p>(Signature) (Name), (Designation), (Address)</p>
---	--

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.

FINANCIAL PROPOSAL

**FIN FORM-1**

**Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Subject: Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya.

Dear Sir,

We undersigned, offer to provide services for “..... (name of project) in accordance with RFP dated xx/xx/xxxx and our Technical Bid. Our attached financial bid is lump sum of INR \_\_\_\_\_ [Insert amount(s) in words and figures] exclusive of GST INR \_\_\_\_\_ [Insert amount(s) in words and figures] and any other applicable taxes.

The total cost for the services shall be INR \_\_\_\_\_ [Insert amount(s) in words and figures].

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)



**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya  
(On Applicant's letter head)**

## FIN FORM-2

### Summary of Costs

SN	Item	Amount [INR]	Remarks
<b>A</b>	<b>Phase 1:</b>		
A.1	Remuneration		
A.2	Reimbursable Amount		
A.3	Sub Total : Total Phase 1		SN A.1 + A.2
<b>B</b>	<b>Phase 2:</b>		
B.1	Remuneration		
B.2	Reimbursable Amount		
B.3	Sub Total: Total Phase 2		SN B.1 + B.2
<b>C</b>	<b>Total (Phase 1 + Phase 2)</b>		<b>SN A.3 + B.3</b>
D	Applicable Taxes		
<b>E</b>	<b>Grand Total</b>		<b>SN C + D</b>

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**

## FIN FORM-3

### Breakdown of Remuneration

*(Provide separately for Phase 1 & Phase 2)*

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

Phase 1: DPR Stage

No.	Name	Position	Person-month Remuneration Rate	Time Input in Person/Month	{Local Currency- as in FIN-2}
<b>Key Experts</b>					
K-1			[Home]		
			[Field]		
K-2					
<b>Non-Key Experts</b>					
N-1			[Home]		
N-2			[Field]		
<b>Total Costs</b>					

**Engagement of Consultants for Preparation of Detailed Project Report (DPR), Bidding Documents & Project Management Consultancy Services for Construction of Eklavya Model Residential School through Item Rate Contract in the State of Meghalaya**

## FIN FORM-4

### Breakdown of Reimbursable Expenses

*(Provide separately for Phase 1 & Phase 2)*

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

<b>B. Reimbursable Expenses</b>								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{e.g., reproduction of reports}							
	{e.g., Office rent}							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

## APPENDIX-III

### BANK GUARANTEE FOR PERFORMANCE SECURITY

To

[Authority]

.....

In consideration of ..... acting on behalf of the [.....] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at ..... (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 Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the ..... Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees ..... ) to the Authority for performance of the said Agreement.

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 Agreement.

2. 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 Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

3. We, ..... (indicate the name of the Bank) do hereby 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.

4. 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 required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement 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.

5. 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 Agreement 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

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against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by 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.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. 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.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... Lakh (Rupees ..... Lakh) 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 the date falling 365 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:

*The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.*

*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.*

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**APPENDIX-IV**

**Format for Bid Security**

*(To be executed on stamp paper of appropriate value)*

**B.G. No. [\_\_\_] Dated:**

1. In consideration of you, [Insert Name of Authority], which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of **(name of Bidder)** with its registered office at (referred to as the Bidder which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for \_\_\_\_\_, pursuant to the Request for Proposal dated \_\_\_\_\_ (referred to as the RFP) and other related documents including without limitation the draft Contract (collectively referred to as Bid Documents), we XXXXXXXXXXXXXXXXXX Bank Ltd., a Company incorporated and registered under the Indian companies act, 1913 and deemed to exist within the companies Act 1956, and governed by the Banking Regulation Act, 1949 and having its registered office at \_\_\_\_\_, and its corporate office at \_\_\_\_\_, India and having one of its Branch Office at \_\_\_\_\_ (hereinafter referred to as “the Bank”)(referred to as the Bank), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Name of authority an amount of **Rs. 1,00,000/- (Indian Rupees One lakh Only)** (referred to as the Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by Name of authority stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, , contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Name of authority is disputed by the Bidder or not, merely on the first demand from Name of authority stating that the amount so claimed is due to Name of authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
  - a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
  - b) If a Bidder is disqualified;
  - c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice
  - d) if a Bidder is declared the first ranking Bidder and it:
    - I. withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Authority and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;

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- II. fails to furnish the Performance Security in accordance;
- III. fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- IV. fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- V. fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid or till ..... Whichever is earlier  
If the Bidder is declared as the Consultant, then the validity of the Bid Security of such Bidder may be extended until the date on which the Consultant submits the Performance Security. The Bid Security of the Consultant will be returned upon the Consultant furnishing the Performance Security.
5. We, the Bank, further agree that \_\_\_\_\_ **Name of authority** \_\_\_\_\_ will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of \_\_\_\_\_ **Name of authority** \_\_\_\_\_ that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between \_\_\_\_\_ **Name of authority** \_\_\_\_\_ and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, \_\_\_\_\_ **Name of authority** \_\_\_\_\_ will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or \_\_\_\_\_ **Name of authority** \_\_\_\_\_):
- a) Any time or waiver granted to, or composition with, the Bidder or any other person;
  - b) Any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
  - c) Any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
  - d) Any unenforceability, or invalidity of any obligation of the Bidder or \_\_\_\_\_ **Name of authority** \_\_\_\_\_ under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, or invalidity; and
  - e) Any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).

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10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein provided the same is received by the Bank on or before .....
11. We undertake to make the payment on receipt of your notice of claim on us addressed to \_\_\_\_\_ *[name of Bank along with branch address]* and delivered on or before ..... at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for \_\_\_\_\_ **Name of authority** \_\_\_\_\_ to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which \_\_\_\_\_ **Name of authority** \_\_\_\_\_ may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of \_\_\_\_\_ **Name of authority** \_\_\_\_\_ in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. **Rs. 1,00,000/- (Indian Rupees One Lakh Only)**. The Bank will be liable to pay the amount or any part of the Guarantee only if \_\_\_\_\_ **Name of authority** \_\_\_\_\_ serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before 18<sup>TH</sup> Jan 2020 (180 days after due date of Proposal).

Notwithstanding anything contained hereinabove :

- (i) Our liability under this Bank Guarantee shall not exceed **Rs. 1,00,000/- (Indian Rupees One Lakh Only)**
- (ii) This Bank Guarantee shall be valid upto \_\_\_\_\_ , and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us and we receive a written claim or demand on or before the last date of validity i.e. \_\_\_\_\_. The bank shall be relieved and discharged from all its liabilities thereafter irrespective of whether or not the original bank guarantee is returned to us.

Bank Initials and other details



## APPENDIX-V

### Draft Contract Agreement

*(To be executed on stamp paper of appropriate value)*

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the [.....] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for \_\_\_\_\_ (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

#### 1. GENERAL

##### 1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
  - (b) “**Agreement**” means this Agreement, together with all the Annexes;
  - (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
  - (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
  - (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
  - (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;

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

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning 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 Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

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

**1.2 Relation between the Parties**

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

**1.3 Rights and obligations**

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

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

**1.4 Governing law and jurisdiction**

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

**1.5 Language**

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

**1.6 Table of contents and headings**

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

**1.7 Notices**

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

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

**1.8 Location**

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

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

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

**1.10 Authorised Representatives**

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

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

As per RFP

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

As per RFP

**1.11 Taxes and duties**

Unless otherwise specified in the Agreement, 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.

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

**2.1 Effectiveness of Agreement**

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

**2.2 Commencement of Services**

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

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

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

**2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire 6 (Six) months from the Effective Date.

**2.5 Entire Agreement**

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

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

**2.6 Modification of Agreement**

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

**2.7 Force Majeure**

**2.7.1 Definition**

(a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such

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strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No breach of Agreement**

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

**2.7.3 Measures to be taken**

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

**2.7.5 Payments**

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

**2.7.6 Consultation**

Not later than **15 (fifteen)** days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.8 Suspension of Agreement**

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

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**2.9 Termination of Agreement**

**2.9.1 By the Authority**

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (Thirty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

**2.9.2 By the Consultant**

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

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 30 (Thirty) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 (Thirty) 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 30 (Thirty) 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 Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly 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 Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

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**2.9.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and 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 Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) Clause Deleted
- (iii) Clause Deleted

**2.9.6 Disputes about Events of Termination**

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



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

#### **3.1 General**

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

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful 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 Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### **3.1.3 Applicable Laws**

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

#### **3.2 Conflict of Interest**

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

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

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

##### **3.2.3 Prohibition of conflicting activities**

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

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement;  
or

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(c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

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

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and 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 Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the 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 Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical 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 Agreement;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any

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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 Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

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

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

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

3.4.3 The Parties hereto agree that in case of negligence or wilful 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

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(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability 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 one (as per RFP) time the Agreement Value.**

**3.5 Insurance to be taken out by the Consultant**

3.5.1 (a) The Consultant shall, for the duration of this Agreement, 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 coverage, as specified in the Agreement and in accordance with good industry practice.

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 Rs. 1 (one) crore;
- (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 Agreement Value.

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 Agreement.

**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 Agreement, 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 Agreement, 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 Professional Personnel as are not listed in Annex-1 (Design Team)
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

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**3.8 Reporting obligations**

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

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

3.9.1 All Designs, Sketches, Walkthrough (Software based) or any other media to explain the design (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 Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 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 Agreement, 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 officials of the Authority are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

**3.12 Accuracy of Documents**

The Consultant shall be responsible for accuracy and authenticity of Designs, Sketches, Walkthrough (Software based) procured from other agencies/authorities. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during presentation 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 design/model.

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

**4.1 General**

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

**4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-1 (Design Team) of this Agreement.

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

**4.3 Approval of Personnel**

4.3.1 The Professional Personnel listed in Annex-1 (Design Team) of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

**4.4 Substitution of Key Personnel**

4.4.1. The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than 3 Key Personnel for subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority without any penalty.

4.4.2. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to one month for the respective key personnel beyond the permitted number of substitutions mention in Clause 4.4.1.

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

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

## **5. OBLIGATIONS OF THE AUTHORITY**

### **5.1 Assistance in clearances etc.**

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

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

### **5.2 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 5% (five per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

### **5.3 Payment**

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

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**6. PAYMENT TO THE CONSULTANT**

**6.1 Cost estimates and Agreement Value**

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-1 (Time and Payment schedule) of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....), which does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of 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 cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of payment**

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

**6.3 Mode of billing and payment**

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-1 (Time and Payment schedule) of this Agreement, subject to the Consultant fulfilling the following conditions:
- (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (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) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d).



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- (e) 20% of the Agreement Value has been earmarked as Final Payment to be made to the Consultant after dismantling and removing the materials as per the prescribed time schedule of the Defence Ministry and shall be liable to pay any demurrage that might be imposed by Ministry of Defence for non-compliance of dismantling schedule
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

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

### **7.1 Performance Security**

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), **5% (five per cent) of all the amounts due and payable to the Consultant**, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

### **7.2 Liquidated Damages**

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

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (five per cent) of the Agreement Value.

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

Failure to meet the time schedules will invite **penalty @ 0.05% of the contract value per day** of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise.

#### **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 Agreement or for recovery of liquidated damages specified in this Clause 7.2.

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

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

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## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

### **8.2 Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 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 Agreement or the interpretation thereof.

### **9.2 Dispute resolution**

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

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

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**9.4 Arbitration**

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment]<sup>1</sup> shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Consultant:

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

SIGNED, SEALED AND DELIVERED

For and on behalf of  
Authority

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

In the presence of:

1.

2.

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<sup>1</sup> Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crore, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 2 crore, the provision for a Board shall be retained. Depending upon the Agreement Value, one of the two square parentheses shall be deleted from Clause 9.4.2 prior to issuance of the RFP.

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**Annexure – 1 Terms of Reference (TOR)**

**1. Terms and Conditions**

As per RFP

**2. Scope of Services**

As per RFP

**3. Time and Payment Schedule**

3.1 The total duration of the Project shall be \_\_\_\_\_

3.2 Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

AS PER RFP

3.3 XXXXXXXXXXXX of the Agreement Value has been earmarked as Final Payment to be made to the Consultant after \_\_\_\_\_ Condition As Per RFP.

**4. Project Team**

4.1 The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following Key Personnel whose experience described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for the Project shall be included as necessary.

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As per RFP

4.2 The Consultant shall have / establish a Project Office at a suitable location in or near the city where the Authority's office or the Project is situated, for efficient and coordinated performance of its Services. All the Key Personnel be available locally. The authorised officials of the Authority may visit the Consultant's Project Office any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/ Home Office.

**5. Reporting**

5.1 The Consultant will work closely with the Authority. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

5.2 The Consultant will make visual presentations for discussion with the Authority at various meetings.

5.3 Regular communication with the Authority and the Project Director is required in addition to all key communications.