**Suggested framework for selection of agencies for preparation of ICAP under National Rurban Mission**

Request For Proposal (RFP)

For

SELECTION

OF

CONSULTANTS

For

*Preparing the Integrated Cluster Action Plan (ICAP) for Rurban Cluster at <name of cluster>,<sub-district>, <district>, <State>*

<Name of Authority>

Contents

[DISCLAIMER 2](#_Toc445251505)

[Glossary 3](#_Toc445251506)

[Invitation for Proposal 5](#_Toc445251507)

[1. Introduction 6](#_Toc445251508)

[2. Instructions to Applicants 9](#_Toc445251509)

[A. GENERAL 9](#_Toc445251510)

[B. DOCUMENTS 16](#_Toc445251511)

[C. PREPARATION AND SUBMISSION OF PROPOSAL 17](#_Toc445251512)

[D. EVALUATION PROCESS 23](#_Toc445251513)

[E. APPOINTMENT OF CONSULTANT 25](#_Toc445251514)

[3. CRITERIA FOR EVALUATION 27](#_Toc445251515)

[4. FRAUD AND CORRUPT PRACTICES 30](#_Toc445251516)

[5. PRE-PROPOSAL CONFERENCE 32](#_Toc445251517)

[6. MISCELLANEOUS 33](#_Toc445251518)

[APPENDICES 34](#_Toc445251519)

[APPENDIX-I-FORM-1- LETTER OF PROPOSAL- TECHNICAL PROPOSAL 35](#_Toc445251520)

[APPENDIX-I-FORM-2- PARTICULARS OF THE APPLICANT 38](#_Toc445251521)

[APPENDIX-I-FORM-3- POWER OF ATTORNEY 40](#_Toc445251522)

[APPENDIX-I-FORM-4- FINANCIAL CAPACITY OF THE APPLICANT 42](#_Toc445251523)

[APPENDIX-I-FORM-5- PARTICULARS OF KEY PERSONNEL 43](#_Toc445251524)

[APPENDIX-I-FORM-6- PROPOSED METHODOLOGY AND WORK PLAN 44](#_Toc445251525)

[APPENDIX-I-FORM-7- ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE APPLICANT 45](#_Toc445251526)

[APPENDIX-I-FORM-8- ELIGIBLEASSIGNMENTSOFAPPLICANT 46](#_Toc445251527)

[APPENDIX-I-FORM-9- CURRICULUM VITAE (CV) OF KEY PERSONNEL 47](#_Toc445251528)

[APPENDIX-I-FORM-10-STATEMENT OF LEGAL CAPACITY 48](#_Toc445251529)

[APPENDIX-II- FINANCIAL PROPOSAL FORMAT 49](#_Toc445251530)

[SCHEDULE-I- TERMS OF REFERENCE 50](#_Toc445251531)

[SCHEDULE-II- AGREEMENT 58](#_Toc445251532)

# DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of 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 not 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 however 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.

|  |  |
| --- | --- |
| Glossary |  |
| **Applicant** | As defined in Clause 1.2 |
| **Associate** | As defined in Clause 2.3.3 |
| **Authorised Representative** | As defined in Clause 2.12.2 |
| **Authority** | As defined in Clause 1.1.1 |
| **Bid Security** | As defined in Clause 2.19.1 |
| **Conditions of Eligibility** | As defined in Clause 2.2.1 |
| **Conflict of Interest** | As defined in Clause 2.3.1 |
| **Consultancy** | As defined in Clause 1.2 |
| **Consultant** | As defined in Clause 1.2 |
| **CV** | Curriculum Vitae |
| **Deliverables** | As defined in Clause B of Schedule-1 |
| **Documents** | As defined in Clause 2.11 |
| **Eligible Assignments** | As defined in Clause 3.1.3 |
| **Financial Proposal** | As defined in Clause 2.14.1 |
| **INR, Re, Rs.** | Indian Rupee(s) |
| **Inception Report** | As specified in [Clause B (1)] of Schedule-1 |
| **Key Personnel** | As defined in Clause 2.1.4 |
| **LOA** | Letter of Award |
| **Official Website** | As defined in Clause 1.9.2 |
| **PPP** | Public Private Partnership |
| **Professional Personnel** | As defined in Clause 2.13.6 |
| **Prohibited Practices** | As defined in Clause 4.1 |
| **Project** | As defined in Clause 1.1.1 |
| **Proposal** | As defined in Clause 1.2 |
| **Proposal Due Date or PDD** | As defined in Clauses 1.5 and 1.7 |
| **RFP** | As defined in Disclaimer |
| **Selected Applicant** | As defined in Clause 1.6 |
| **Selection Process** | As defined in Clause 1.6 |
| **Statutory Auditor** | An Auditor appointed under Applicable Laws |
| **Support Personnel** | As defined in Clause 2.13.6 |
| **Team Leader** | As defined in Clause 2.1.4 |
| **Technical Proposal** | As defined in Clause 2.13.1 |
|  |  |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposal

< Logo of Authority>

|  |
| --- |
| **<Authority>****Request for proposal (RFP) for Selection of Consultant for preparing the Integrated Cluster Action Plan (ICAP) for Rurban Cluster at <name of cluster>, <sub-district>, <district>, <State>****TENDER NO \_\_\_\_\_\_\_** |
| <Name of Authority> (Abbreviation) invites Request for Proposal from prospective Applicants for the above referredConsultancy engagement.The Successful Applicant for the project will be selected based on the “Least Cost based selection” (LCS)process for undertaking the consultancy engagement. The applicants will need to achieve a minimum qualifying score indicated in the RFP for being eligible to participate in the least cost selection process.More details about the bid requirements and the selection methodology are available in the Request for Proposal (RFP) document. Interested Applicantsare requested to download the RFP document <link>from <date>. The last date for bid submission is <date> by <time in 24 hour format>. The cost of RFP document is Rs.\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_ only).**Contact Person:** Name, DesignationComplete addressTelephone nos. +<\_\_\_\_\_>, Fax: <\_\_\_\_\_\_>.Email - **Adv. No. \_\_\_\_\_**Sd/-**Authorised Signatory****Date: \_\_\_\_\_\_\_** |

# Introduction

## Background

### The Government of India has launched a flagship programme – The National Rurban Mission (the **“NRuM”**). As per the Mission guidelines, the State Level Empowered Committee for the NRuM in the State of <name of State>(the **“SLEC”**) intends to prepare the Integrated Cluster Action Plan for the Rurban cluster at <name of cluster> in <name> block/ tehsil of <name> district in <name of state >(the **“Project”**). The Rurban cluster consists of <number> of Gram Panchayatsviz. <names of the Gram Panchayats> with about <number> villages and covers an approximate area of <area>sqkm. The SLEC has vested the responsibility for planning, development and implementation of the Project with the Department of <name of the department>/ <name of Authority> (the **"Authority")**. The Authority is desirous of appointment of an agency which shall prepare the Integrated Cluster Action Plan (the **“ICAP”**) as per theTerms of Reference specified at Schedule-1 (the **"TOR").** In that context the Authority has decided to carry out the process for selection of Consultant.

## Request for Proposal

The Authority invites Proposals (the **"Proposals")** for selection of a Consultant(the **"Consultant"/ “Applicant”)** who shall provide support to the Authority as per the scope of services mentioned in the TOR (collectively the **"Consultancy").**The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

## Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the localconditions before submitting the Proposal by paying a visit to the Authority and sending written queries to the AuthorityandattendingaPre-ProposalConferenceonthedateandtimespecifiedinClause1.7

## Issue of RFP Document

1. Cost of RFP document is Rs. \_\_\_/- (Rupees \_\_\_\_\_\_\_only) and the RFP document is available at <address of website>. The document can also be purchased from the office as address below.

Address of the office.

1. The payment shall be made in the form of a demand draft drawn on the name of <details of Authority>.
2. In case of downloading the document from website the demand draft for cost of RFP shall be submitted along with the technical bid.
3. The Applicant has to submit the technical and commercial bid in hard copy only.
4. The format for technical and commercial bid is enclosed as Appendix & Schedule in this RFP.
5. EMD or Bid Security shall be Rs. 50,000/ (Rupees fifty thousand only) in the form of a demand draft.
6. Performance Security shall be Rs. 2,00,000/ (Rupees Two Lakh only). The performance security for the tender shall be submitted by the successful bidder in the form of a Demand Draft or a performance bank guarantee.

## Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 (Ninety)days from the Proposal DueDate (the **"PDD").**

## Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the **"SelectionProcess")** in evaluating the Proposals comprising technical and financial bids. In the first stage, a technical and financial capability evaluation willbe carried out as specified in Clause 3.1. Based on this evaluation, a list ofshort-listedapplicants shall be prepared. In the second stage,a financial evaluation will be carried out as specified in Clause 3.4. Proposals will finallybe ranked according to their financial quote as specified inClause 3.4.3. The first ranked Applicant shall be selected for negotiation (the **"SelectedApplicant")** while the second ranked Applicant will be kept in reserve.

## Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

|  |  |  |
| --- | --- | --- |
|  | **Event Description** | **Date** |
| 1. | Last date for receiving queries/clarifications | [20days prior to PDD] |
| 2. | Pre-Proposal Conference Authority response to queries | [16days prior to PDD][10 days prior to PDD] |
| 3. | Proposal Due Date or PDD | [DATE] |
| 4. | Opening of Proposals | On Proposal Due Date (If Possible) |
| 5. | Opening of Financial Proposal | Shall be intimated |
| 6. | Letter of Award (LOA) | [Within 30days of PDD] |
| 7. | Signing of Agreement | Within 10 days of LOA |
| 8. | Validity of Applications | 90 (Ninety)days from Proposal Due Date |

## Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

 Date: \*\*\*\*\*

Time: 1100 hrs

Venue:\*\*\*\*\*

## Communications

### All communications including the submission of Proposal should be addressed to:

Name of authorized person, Designation

Complete address

Telephone nos. +<\_\_\_\_\_>, Fax: <\_\_\_\_\_\_>.

Email -

### The **Official Website** of the Authority is:<\_\_\_> and information regarding the National Rurban Mission is available on [www.rurban.gov.in](http://www.rurban.gov.in) and [www.rural.nic.in](http://www.rural.nic.in)

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

**Tender No. \_\_\_\_\_\_\_**

# Instructions to Applicants

A. GENERAL

## Scope of Proposal

### Detailed description of the objectives, scope of services, Deliverables and otherrequirements relating to this Consultancy are specified in this RFP. In case an applicantfirm possesses the requisite experience and capabilities required for undertaking theConsultancy, it may participate in the Selection Process either individually (the **"SoleFirm")** or as lead member of a consortium of firms (the **"Lead Member")** in responseto this invitation. The term applicant (the **"Applicant")** means the Sole Firm or the LeadMember, as the case may be. The manner in which the Proposal is required to besubmitted, evaluated and accepted is explained in this RFP.

### Applicants are advised that the selection of Consultant shall be on the basis of anevaluation by the Authority through the Selection Process specified in this RFP.Applicants shall be deemed to have understood and agreed that no explanation orjustification for any aspect of the Selection Process will be given and that the Authority'sdecisions are without any right of appeal whatsoever.

### The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I andthe Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, theApplicant shall be required to enter into an agreement with the Authorityin the formspecified at APPENDIX-II.

### Key Personnel

The Consultancy Team shall consist of the following key personnel (the **"KeyPersonnel")** who shall discharge their respective responsibilities as specified below:

|  |  |
| --- | --- |
| **Key Personnel** | **Responsibilities** |
| Team leader  | He will lead, co-ordinate and supervise the multidisciplinaryteam for preparation of the ICAP Report.  |
| Master planner | He will support in delineating cluster as per the planning regulations and guidelinesprevalent in the state and support in notification of the Rurban cluster as a planning area. |
| Rural development specialist | He will support the Team Leader and provide rural development expertise for preparing the ICAP  |
| Socio-economic expert | He will support the Team Leader and provide socio economicexpertise for preparing the ICAP |
| Infrastructure engineer | He will estimate the costs for infrastructure and economic development of the Project. He will plan financing the ICAP with convergence of schemes and other funding sources. |

## Conditions of Eligibility of Applicants

### Applicants must read carefully the minimum conditions of eligibility (the **"Conditions ofEligibility")** provided herein. Proposals of only those Applicants who satisfy theConditions of Eligibility will be considered for evaluation.

### To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

1. **Technical Capacity**: The Applicant shall have, over the past 10 (ten) years preceding the PDD, undertaken a minimum of [5 (five)] Eligible Assignments as specified in Clause 3.1.3.
2. **Financial Capacity**: The Applicant shall have received a minimum income of [Rs.10(ten) croreper annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.
3. **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
4. Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

| **S.No.** | **Position** | **Qualifications,skills and experience** |
| --- | --- | --- |
|  | Team leader  | * Development professional with post graduate level degree in Development planning, public policy or Master’s degree in Management;
* At least 15 years of experience in development planning, infrastructure feasibility studies and related development activities;
* Should have demonstrated experience in working on development studies pertaining to rural areas and undertaking financial assessments and feasibility studies across at various sectors.
* Should have demonstrated experience in planning and implementation structuring of rural development projects involving convergence of schemes for infrastructure provision.
* Should have demonstrated experience in PPP project feasibility and transaction advisory services for infrastructure provision.
* Should have demonstrated familiarity with key Government of India such as Swachh Bharat Mission, National Rural Drinking Water Program etc.
 |
|  | Master planner | * Development professional with post graduate level degree in planning
* At least 12 years of experience in developing master plan and landuse planning, defining development control regulations
* Should be well versed with local planning regulations
* Should have working experience with rural development and/or peri-urban spatial planning exercises
* Should have sufficient knowledge in deploying GIS based applications esp. with reference to delineation of planning area.
 |
|  | Rural development specialist | * Rural development professional with post graduate level degree in fields related to rural development and Planning or equivalent;
* At least 12 years of experience in rural development activities related to socio-economic infrastructure planning, skill development and other related activities.
* Should have demonstrated familiarity with skill development, social infrastructure and services provision mechanism especially health and education, Anganwadis and other rural development related aspects etc.
* Should have demonstrated working experience with rural authorities at the state level.
 |
|  | Socio-economic expert | * Development professional with post – graduate degree in social or economic development related fields.
* At least 10 years of experience towards social and economic development, skill development, socio-economic impact assessment and profiling in rural areas.
 |
|  | Infrastructure engineer | * Post - Graduate degree in engineering with at least 12 years of experience in designing and implementation of rural infrastructure across water supply, sanitation, rural roads and buildings, health, education and other infrastructure sectors.
* Demonstrated experience in capacity assessment, system designing and detailing including civil construction drawings, cost estimation, financial assessment and identifying O&M related requirements for the infrastructure.
 |

### The Applicant shall enclose with its Proposal, certificate(s) from its chartered accountantstating its total turnover from consultancy business. In the event that the Applicant does not have a statutory auditor, it shallprovide the requisite certificate(s) from the firm of Chartered Accountants that ordinarilyaudits the annual accounts of the Applicant.

### The Applicant should submit a Power of Attorney as per the format at Form-3 ofAppendix-I.

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

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

### While submitting a Proposal, the Applicant should attach clearly marked and referencedcontinuation sheets in the event that the space provided in the specified forms in theAppendices is insufficient. Alternatively, Applicants may format the specified formsmaking due provision for incorporation of the requested information.

## Conflict of Interest

### An Applicant shall not have a conflict of interest that may affect the Selection Processor the Consultancy (the **"Conflict of Interest").** Any Applicant found to have a Conflictof Interest shall be disqualified. In the event of disqualification, the Authority shall forfeitand appropriate the Bid Security as mutually agreed genuine pre-estimated compensationand damages payable to the Authority for, *inter alia,* the time, cost and effort of theAuthority including consideration of such Applicant's Proposal, without prejudice to anyother right or remedy that may be available to the Authority hereunder or otherwise.

### The Authority requires that the Consultant provides professional, objective, and impartialadvice and at all times hold the Authority's interests paramount, avoid conflicts with otherassignments or its own interests, and act without any consideration for future work. TheConsultant shall not accept or engage in any assignment that would be in conflict withits prior or current obligations to other clients, or that may place it in a position of notbeing able to carry out the assignment in the best interests of the Authority.

### Without limiting the generality of the above,an Applicant shall be deemed to have a Conflict of Interest affecting the SelectionProcess, if:

1. the Applicant or Associate (or anyconstituent thereof) and any other Applicant or Associate(or any constituent thereof) have common controlling shareholders or otherownership interest; provided that this disqualification shall not apply in caseswhere the direct or indirect shareholding or ownership interest of an Applicantor Associate (or any shareholder thereof having a shareholding ofmore than 5 per cent of the paid up and subscribed share capital of suchApplicantor Associate, as the case may be) in the other Applicantor Associate is less than 5% (five per cent) of the subscribedand paid up equity share capital thereof; provided further that this disqualificationshall not apply to any ownership by a bank, insurance company, pension fundor a public financial institution referred to in section 4A of the Companies Act,1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held throughone or more intermediate persons shall be computed as follows: (aa) where anyintermediary is controlled by a person through management control or otherwise,the entire shareholding held by such controlled intermediary in any other person(the **"Subject Person")** shall be taken into account for computing theshareholding of such controlling person in the Subject Person; and (bb) subjectalways to sub-clause (aa) above, where a person does not exercise control overan intermediary, which has shareholding in the Subject Person, the computationof indirect shareholding of such person in the Subject Person shall be undertakenon a proportionate basis; provided, however, that no such shareholding shall bereckoned under this sub-clause (bb) if the shareholding of such person in theintermediary is less than 26% (twenty six per cent) of the subscribed and paidup equity shareholding of such intermediary; or
2. a constituent of such Applicant is also a constituent of another Applicant; or
3. such Applicant or its Associate receives or has received any direct or indirectsubsidy or grant from any other Applicant or its Associate; or
4. such Applicant has the same legal representative for purposes of this Applicationas any other Applicant; or
5. such Applicant has a relationship with another Applicant, directly or throughcommon third parties, that puts them in a position to have access to each other’s'information about, or to influence the Application of either or each of the otherApplicant; or
6. There is a conflict among this and other consulting assignments of the Applicant(including its personnel and Sub-consultant) and any subsidiaries or entitiescontrolled by such Applicant or having common controlling shareholders. Theduties of the Consultant will depend on the circumstances of each case. Whileproviding consultancy services to the Authority for this particular assignment, theConsultant shall not take up any assignment that by its nature will result in conflictwith the present assignment; or
7. a firm which has been engaged by the Authority to provide goods or works orservices for a project, and its Associates, will be disqualified from providingconsulting services for the same project save and except as provided in Clause2.3.4; conversely, a firm hired to provide consulting services for the preparationor implementation of a project, and its Members or Associates, will be disqualifiedfrom subsequently providing goods or works or services related to the sameproject; or
8. the Applicant, its Member or Associate (or any constituent thereof), and the Applicantor Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s)(or any constituent thereof) have common controlling shareholders or otherownership interest; provided that this disqualification shall not apply in caseswhere the direct or indirect shareholding or ownership interest of an Applicant,its Member or Associate (or any shareholder thereof having a shareholding ofmore than 5% (five per cent) of the paid up and subscribed share capital of suchApplicant, Member or Associate, as the case may be,) in the Applicant orConcessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5%(five per cent) of the paid up and subscribed share capital of such Concessionaireor its contractor(s) or sub-contractor(s); provided further that this disqualificationshall not apply to ownership by a bank, insurance company, pension fund or aPublic Financial Institution referred to in section 4A of the Companies Act, 1956.For the purposes of this sub-clause (h), indirect shareholding shall be computedin accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a personwho controls, is controlled by, or is under the common control with such Applicant(the **"Associate").** As used in this definition, the expression "control" means, withrespect to a person which is a company or corporation, the ownership, directly orindirectly, of more than 50% (fifty per cent) of the voting shares of such person,and with respect to a person which is not a company or corporation, the power todirect the management and policies of such person by operation of law or by contract.

### An Applicant eventually appointed to provide Consultancy for this Project, and itsAssociates, shall be disqualified from subsequently providing goods related to the construction and operation of the same Project and any breach of thisobligation shall be construed as Conflict of Interest; provided that the restriction hereinshall not apply after a period of 5 (five) years from the completion of this assignmentor to consulting assignments granted by banks/ lenders at any time; provided further thatthis restriction shall not apply to consultancy/ advisory services performed for theAuthority in continuation of this Consultancy or to any subsequent consultancy/ advisoryservices performed for the Authority in accordance with the rules of the Authority. Forthe avoidance of doubt, an entity affiliated with the Consultant shall include a partnerin the Consultant's firm or a person who holds more than 5% (five per cent) of thesubscribed and paid up share capital of the Consultant, as the case may be, and anyAssociate thereof.

## Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy.An Applicant applying individually or as an Associate shall not be entitled to submitanother application individually.

## Cost of Proposal

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

## Acknowledgement by Applicant

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

1. made a complete and careful examination of the RFP;
2. received all relevant information requested from the Authority;
3. acknowledged and accepted the risk of inadequacy, error or mistake in theinformation provided in the RFP or furnished by or on behalf of the Authority;
4. satisfied itself about all matters, things and information, necessary and required for submitting an informedApplication and performance of all of its obligations thereunder;
5. acknowledged that it does not have a Conflict of Interest; and
6. Agreed to be bound by the undertaking provided by it under and in terms hereof.

### The Authority shall not be liable for any omission, mistake or error on the part of theApplicant in respect of any of the above or on account of any matter or thing arisingout of or concerning or relating to RFP or the Selection Process, including any erroror mistake therein or in any information or data given by the Authority.

## Right to reject any or all Proposals

### Notwithstanding anything contained in this RFP, the Authority reserves the right to acceptor reject any Proposal and to annul the Selection Process and reject all Proposals, atany time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

### Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right toreject any Proposal if:

1. at any time, a material misrepresentation is made or discovered, or
2. the Applicant does not provide, within the time specified by the Authority, thesupplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualificationof the Applicant. If such disqualification / rejection occurs afterthe 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 takeany other measure as may be deemed fit in the sole discretion of the Authority, includingannulment of the Selection Process.

B. DOCUMENTS

## Contents of the RFP

### This RFP comprises the Disclaimer set forth hereinabove, the contents as listed belowand will additionally include any Addendum / Amendment issued in accordance withClause 2.10:

**Request for Proposal**

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Pre-proposal conference
5. Fraud and corrupt practices
6. Miscellaneous

**Schedules**

1. **Terms of Reference**
2. **Form of Agreement**

**Appendices**

**Appendix-I: Technical Proposal**

Form 1 : Letter of Proposal

Form 2 : Particulars of the Applicant

Form 3 : Power of Attorney

Form 4 : Financial Capacity of Applicant

Form 5 : Particulars of Key Personnel

Form 6 : Proposed Methodology and Work Plan

Form 7 :Abstract of the eligible assignments of applicant

Form 8: Eligible assignment of applicant

Form 9: CV of Key Personnel

Form 10: Statement of Legal Capacity

**Appendix-II: Financial Proposal**

Form 1 : Financial Proposal

## Clarifications

### Applicants requiring any clarification on the RFP may send their queries to the Authorityin writing before the date mentioned in the Schedule of Selection Process at Clause 1.7.The envelopes shall clearly bear the following identification:

Queries/Request for Additional Information concerning RFP for"\_\_\_\_\_\_\_\_\_\_”

The Authority shall endeavor to respond to the queries within the period specified thereinbut not later than 7 (seven) days prior to the Proposal Due Date. The responses willbe sent by fax or e-mail. The Authority will post the reply to all such queries on theOfficial Website and copies thereof will also be circulated to all Applicants who havepurchased the RFP document without identifying the source of queries.

### The Authority reserves the right not to respond to any questions or provide anyclarifications, in its sole discretion, and nothing in this Clause 2.9shall be construed asobliging the Authority to respond to any question or to provide any clarification.

## Amendment of RFP

### At any time prior to the deadline for submission of Proposal, the Authority may, for anyreason, whether at its own initiative or in response to clarifications requested by anApplicant, modify the RFP document by the issuance of Addendum/ Amendment andposting it on the Official Website and by conveying the same to the prospective Applicants(who have purchased the RFP document) by fax or e-mail.

### All such amendments will be notified in writing through fax or e-mail to all Applicantswho have purchased the RFP document. The amendments will also be posted on theOfficial Website along with the revised RFP containing the amendments and will bebinding on all Applicants.

### 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 ProposalDue Date[[1]](#footnote-3).

C. PREPARATION AND SUBMISSION OF PROPOSAL

## Language

The Proposal with all accompanying documents (the **"Documents")** and all communicationsin relation to or concerning the Selection Process shall be in English language and strictlyon the forms provided in this RFP. No supporting document or printed literature shallbe submitted with the Proposal unless specifically asked for and in case any of theseDocuments is in another language, it must be accompanied by an accurate translationof the relevant passages in English, in which case, for all purposes of interpretation ofthe Proposal, the translation in English shall prevail.

## Format and signing of Proposal

### The Applicant shall provide all the information sought under this RFP. The Authority wouldevaluate only those Proposals that are received in the specified forms and complete inall respects.

### The Proposal and its copy shall be typed or written in indelible ink and signed by theauthorised signatory of the Applicant who shall initial each page, in ink. In caseof 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 initialledby the person(s) signing the Proposal. The Proposals must be properly signed by theauthorised representative (the **"Authorised Representative")** as detailed below:

1. by the proprietor, in case of a proprietary firm; or
2. by a partner, in case of a partnership firm and/or a limited liability partnership; or
3. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
4. by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director ofthe Applicant and notarized by a notary public in the form specified in Appendix-I (Form-3) shall accompany the Proposal.

### Applicants should note the Proposal Due Date, as specified in Clause 1.7, for submissionof Proposals. Except as specifically provided in this RFP, no supplementary materialwill be entertained by the Authority, and that evaluation will be carried out only on thebasis of Documents received by the closing time of Proposal Due Date as specified inClause 2.16.1. Applicants will ordinarily not be asked to provide additional materialinformation or documents subsequent to the date of submission, and unsolicited materialif submitted will be summarily rejected. For the avoidance of doubt, the Authority reservesthe right to seek clarifications under and in accordance with the provisions ofClause 2.23.

## Technical Proposal

### Applicants shall submit the technical proposal in the formats at Appendix-I (the**"Technical Proposal").**

### While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

1. The Bid Security is provided;
2. all forms are submitted in the prescribed formats and signed by the prescribedsignatories;
3. Power of Attorney, if applicable, is executed as per Applicable Laws;
4. CVs of all Professional Personnel have been included;
5. Key Personnel have been proposed only if they meet the Conditions of Eligibilitylaid down at Clause 2.2) of the RFP;
6. no alternative proposal for any Key Personnel is being made and only one CVfor each position has been furnished;
7. the CVs have been recently signed and dated in blue ink by the respectivePersonnel and countersigned by the Applicant. Photocopy or unsigned /countersigned CVs shall be rejected;
8. the CVs shall contain an undertaking from the respective Key Personnel abouthis/her availability for the duration specified in the RFP;
9. Professional Personnel proposed have good working knowledge of Englishlanguage;
10. Key Personnel would be available for the period indicated in the TOR;
11. no Key Personnel should have attained the age of 75 (seventy five) years atthe time of submitting the proposal; and
12. the proposal is responsive in terms of Clause 2.20.3.

### Failure to comply with the requirements spelt out in this Clause 2.13 shall make theProposal liable to be rejected.

### If an individual Key Personnel makes a false averment regarding his qualification,experience or other particulars, or his commitment regarding availability for the Projectis not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarredfor any future assignment of the Authority for a period of 5 (five) years. The awardof this Consultancy to the Applicant may also be liable to cancellation in such an event.

### The Technical Proposal shall not include any financial information relating to the FinancialProposal.

### The proposed team shall be composed of experts and specialists (the **"ProfessionalPersonnel")** in their respective areas of expertise and managerial/support staff (the**"Support Personnel")** such that the Consultant should be able to complete theConsultancy within the specified time schedule. The Key Personnel specified in Clause2.1.4 shall be included in the proposed team of Professional Personnel. Other competentand experienced Professional Personnel in the relevant areas of expertise must be addedas required for successful completion of this Consultancy. The CV of each suchProfessional Personnel, if any, should also be submitted in the format at Form-7 ofAppendix-I.

### 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 lackof such verification by the Authority to undertake such verification shall not relieve theApplicant of its obligations or liabilities hereunder nor will it affect any rights of theAuthority thereunder.

### In case it is found during the evaluation or at any time before signing of the Agreementor after its execution and during the period of subsistence thereof, that one or more ofthe eligibility conditions have not been met by the Applicant or the Applicant has madematerial misrepresentation or has given any materially incorrect or false information, theApplicant shall be disqualified forthwith if not yet appointed as the Consultant either byissue of the LOA or entering into of the Agreement, and if the Selected Applicant hasalready 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 theAuthority being liable in any manner whatsoever to the Applicant or Consultant, as thecase may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutuallyagreed 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 remedythat may be available to the Authority.

## Financial Proposal

### Applicants shall submit the financial proposal in the formats at Appendix-II (the**"Financial Proposal")** clearly indicating the total cost of the Consultancy (Item [G] ofForm-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by theApplicant's Authorised Representative. In the event of any difference between figuresand words, the amount indicated in words shall prevail. In the event of a differencebetween the arithmetic total and the total shown in the Financial Proposal, the lower ofthe two shall prevail.

### While submitting the Financial Proposal, the Applicant shall ensure the following:

1. All the costs associated with the assignment shall be included in the FinancialProposal. 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. Thetotal amount indicated in the Financial Proposal shall be without any conditionattached or subject to any assumption, and shall be final and binding. In caseany assumption or condition is indicated in the Financial Proposal, it shall beconsidered non-responsive and liable to be rejected.
2. The Financial Proposal shall take into account all expenses and tax liabilities. However, Service Tax shall be paid extra by the Authority at the prevailing rates. Further, allpayments shall be subject to deduction of taxes at source as per Applicable Laws.
3. Costs (including break down of costs) shall be expressed in INR.

## Submission of Proposal

### The Applicants shall submit the Proposal in hard bound or spiral bound form with all pages numberedserially and by giving an index of submissions. Each page of the submission shall beinitialled by the Authorised Representative of the Applicant as per the terms of the RFP.In case the proposal is submitted on the document down loaded from Official Website,the Applicant shall be responsible for its accuracy and correctness as per the versionuploaded by the Authority and shall ensure that there are no changes caused in the contentof the downloaded document. In case of any discrepancy between the downloaded orphotocopied version of the RFP and the original RFP issued by the Authority, the lattershall prevail.

### The Proposal will be sealed in an outer envelope which will bear the address of theAuthority, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of the Authority"

If the envelope is not sealed and marked as instructed above, the Authority assumesno responsibility for the misplacement or premature opening of the contents of theProposal submitted and consequent losses, if any, suffered by the Applicant.

### The aforesaid outer envelope will contain two separate sealed envelopes, one clearlymarked **'Technical Proposal'** and the other clearly marked **'Financial Proposal'.** Theenvelope marked "Technical Proposal" shall contain:

1. Application in the prescribed format (Form-1 of Appendix-I) along with Forms2 to 15 of Appendix-I and supporting documents; and
2. Bid security as specified in Clause 2.20.1

The envelope marked "Financial Proposal" shall contain the financial proposal in theprescribed format (Forms 1, 2 of Appendix-II).

### The Technical Proposal and Financial Proposal shall be typed or written in indelible inkand signed by the Authorised Representative of the Applicant. All pages of the originalTechnical Proposal and Financial Proposal must be numbered and initialed by the personor persons signing the Proposal.

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

### The rates quoted shall be firm throughout the period of performance of the assignmentupto and including acceptance of the study Report by the Authority and dischargeof all obligations of the Consultant under the Agreement.

## Proposal Due Date

### Proposal should be submitted at or before 16:00hrs on the Proposal Due Date specifiedat Clause 1.7at the address provided in Clause 1.8in the manner and form as detailedin this RFP. A receipt thereof should be obtained from the person specified therein.

### The Authority may, in its sole discretion, extend the Proposal Due Date by issuing anAddendum in accordance with Clause 2.10 uniformly for all Applicants.

## Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shallnot be eligible for consideration and shall be summarily rejected.

## Modification/ substitution/ withdrawal of Proposals

### No Proposal shall be modified, substituted, orwithdrawn by the Applicant on or after the Proposal Due Date.

## Bid Security

### The Applicant shall furnish as part of its Proposal, a bid security of Rs. 50,000/-(Rupees Fifty Thousand only)in the form of demand draft(the **"Bid Security"),**returnable not later than 30 (thirty) days from PDD except in case of the two highestranked Applicants as required in Clause 2.23.1. In the event that the first ranked Applicantcommences the assignment as required in Clause 2.28, the second ranked Applicant, whohas been kept in reserve, shall be returned its Bid Security forthwith, but in no casenot later than 120 (one hundred and twenty) days from PDD.

### Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

### The Authority shall not be liable to pay any interest on the Bid Security and the sameshall be interest free.

### The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to haveacknowledged that without prejudice to the Authority's any other right or remedyhereunder or in law or otherwise, the Bid Security shall be forfeited and appropriatedby the Authority as the mutually agreed pre-estimated compensation and damage payableto the Authority for, *inter alia,* the time, cost and effort of the Authority in regard tothe RFP including the consideration and evaluation of the Proposal under the followingconditions:

1. If an Applicant submits a non-responsive Proposal;
2. If an Applicant engages in any of the Prohibited Practices specified in Section4 of this RFP;
3. If an Applicant withdraws its Proposal during the period of its validity as specifiedin this RFP and as extended by the Applicant from time to time;
4. In the case of the Selected Applicant, if the Applicant fails to reconfirm itscommitments during negotiations as required vide Clause 2.23.1;
5. In the case of a Selected Applicant, if the Applicant fails to sign the Agreementor commence the assignment as specified in Clauses 2.27 and 2.28respectively;or
6. If the Applicant is found to have a Conflict of Interest as specified in Clause2.3.

D. EVALUATION PROCESS

## Evaluation of Proposals

### The Authority shall open the Proposals at <time in 24 hours format>hours on the Proposal Due Date specified in Clause 1.7 and in the presence of the Applicants who choose toattend. The Technical Proposal shall be opened first.The Financial Proposalshall be openedafter the results of evaluation of Technical Proposal.

### Proposals for which a notice of withdrawal has been submitted in accordance with Clause2.17 shall not be opened.

### Prior to evaluation of Proposals, the Authority will determine whether each Proposal isresponsive to the requirements of the RFP. The Authority may, in its sole discretion, rejectany Proposal that is not responsive hereunder. A Proposal shall be considered responsiveonly if:

1. the Technical Proposal is received in the form specified at Appendix-I;
2. it is received by the Proposal Due Date including any extension thereof pursuantto Clause 2.16;
3. it is accompanied by the Bid Security as specified in Clause 2.19.1.
4. it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
5. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.15;
6. it contains all the information (complete in all respects) as requested in the RFP;
7. it does not contain any condition or qualification; and
8. it is not non-responsive in terms hereof.

### The Authority reserves the right to reject any Proposal which is non-responsive and norequest for alteration, modification, substitution or withdrawal shall be entertained by theAuthority in respect of such Proposals.

### The Authority shall subsequently examine and evaluate Proposals in accordance with theSelection Process specified at Clause 1.6 and the criteria set out in Section 3 of thisRFP.

### After the technical evaluation, the Authority shall prepare a list of pre-qualified andshortlisted Applicants for opening of their Financial Proposals.A date, time and venue will be notified to all Applicants for announcing the result ofevaluation and opening of Financial Proposals. Before opening of the Financial Proposals,the list of pre-qualified and shortlisted Applicants along with their Technical Score willbe read out. The opening of Financial Proposals shall be done in presence of respectiverepresentatives of Applicants who choose to be present. The Authority will not entertainany query or clarification from Applicants who fail to qualify at any stage of the SelectionProcess. The financial evaluation of the Proposals shall be carried outin terms of Clauses 3.4.

### Applicants are advised that Selection will be entirely at the discretion of the Authority.Applicants will be deemed to have understood and agreed that no explanation orjustification on any aspect of the Selection Process or Selection will be given.

### Any information contained in the Proposal shall not in any way be construed as bindingon the Authority, its agents, successors or assigns, but shall be binding against theApplicant if the Consultancy is subsequently awarded to it.

## Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation forthe selection of Applicants shall not be disclosed to any person who is not officiallyconcerned with the process or is not a retained professional adviser advising the Authorityin relation to matters arising out of, or concerning the Selection Process. The Authoritywill treat all information, submitted as part of the Proposal, in confidence and will requireall those who have access to such material to treat the same in confidence. The Authoritymay not divulge any such information unless it is directed to do so by any statutory entitythat has the power under law to require its disclosure or is to enforce or assert anyright or privilege of the statutory entity and/or the Authority.

## Clarifications

### To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seekclarifications from any Applicant regarding its Proposal. Such clarification(s) shall beprovided within the time specified by the Authority for this purpose. Any request forclarification(s) and all clarification(s) in response thereto shall be in writing.

### If an Applicant does not provide clarifications sought under Clause 2.22.1 above withinthe specified time, its Proposal shall be liable to be rejected. In case the Proposal isnot rejected, the Authority may proceed to evaluate the Proposal by construing theparticulars requiring clarification to the best of its understanding, and the Applicant shallbe barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

## Negotiations

### The Selected Applicant may, if necessary, be invited for negotiations. The negotiationsshall generally not be for reducing the price of the Proposal, but will be for re-confirmingthe obligations of the Consultant under this RFP. Issues such as deployment of KeyPersonnel, understanding of the RFP, methodology and quality of the work plan shall bediscussed during negotiations.

### The Authority will examine the CVs of all other Professional Personnel and those notfound suitable shall be replaced by the Applicant to the satisfaction of the Authority.

### The Authority will examine the credentials of all Sub-Consultants proposed for thisConsultancy and those not found suitable shall be replaced by the Applicant to thesatisfaction of the Authority.

## Substitution of Key Personnel

### The Authority will not normally consider any request of the Selected Applicant forsubstitution of Key Personnel as the ranking of the Applicant is based on the evaluationof 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 incapacityor due to health, subject to equally or better qualified and experienced personnel beingprovided to the satisfaction of the Authority.

### The Authority expects all the Key Personnel to be available during implementation ofthe Agreement. The Authority will not consider substitution of Key Personnel except forreasons of any incapacity or due to health. Such substitution shall ordinarily be limitedto one Key Personnel subject to equally or better qualified and experienced personnelbeing provided to the satisfaction of the Authority.

## Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authorityfor an amount not exceeding the value of the Agreement for any directloss or damage that is caused due to any deficiency in services.

## Award of Consultancy

After selection, a Letter of Award (the **"LOA")** shall be issued, in duplicate, by theAuthority to the Selected Applicant and the Selected Applicant shall, within 7 (seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA inacknowledgement thereof. In the event the duplicate copy of the LOA duly signed bythe Selected Applicant is not received by the stipulated date, the Authority may, unlessit consents to extension of time for submission thereof, appropriate the Bid Security ofsuch Applicant as mutually agreed genuine pre-estimated loss and damage suffered bythe Authority on account of failure of the Selected Applicant to acknowledge the LOA,and the next highest ranking Applicant may be considered.

## Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shallexecute the Agreement within the period prescribed in Clause 1.7. The SelectedApplicant shall not be entitled to seek any deviation in the Agreement.

## Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) daysof the date of the work order, or such other date as may be mutually agreed. If theConsultant fails to either sign the Agreement as specified in Clause 2.27 or commencethe assignment as specified herein, the Authority may invite the second ranked Applicantfor negotiations. In such an event, the Bid Security of the first ranked Applicant shallbe forfeited and appropriated in accordance with the provisions of Clause 2.19.4.

## Proprietary data

Subject to the provisions of Clause 2.21, all documents and other information providedby the Authority or submitted by an Applicant to the Authority shall remain or becomethe property of the Authority. Applicants and the Consultant, as the case may be, areto treat all information as strictly confidential. The Authority will not return any Proposalor any information related thereto. All information collected, analysed, processed or inwhatever manner provided by the Consultant to the Authority in relation to theConsultancy shall be the property of the Authority.

# CRITERIA FOR EVALUATION

## Evaluation of Technical capacity

### In the first stage, the Technical Proposal will be evaluated on the basis of Applicant'sexperience, financial capacity, its understanding of TOR, proposed methodology and Work Plan, and theexperience of Key Personnel. Only those Applicants whose Technical Proposals get ascore of **<60>marks or more out of 100** shall qualify for further consideration.[andshallberankedfromhighesttothelowestonthebasisoftheirtechnicalscore(ST).]

### Thescoringcriteriatobeusedforevaluationshallbeasfollows.

| **ItemCode** | **Parameter** | **MaximumMarks** | **Criteria** |
| --- | --- | --- | --- |
| 1. | RelevantExperienceoftheApplicant | 30 | 30%ofthemaximummarksshallbeawardedforthenumberofEligibleAssignmentsundertakenbytheApplicantfirm.Theremaining70%shallbeawardedfor:(i)thecomparativesizeandqualityofEligibleAssignments;(ii)otherrelevantassignmentsorsimilarworkintheinfrastructuresectors |
| 2. | Financial capacity  | 20 | Overallturnover,experienceandcapacityofthefirm. |
| 3. | ProposedMethodologyandWorkPlan | 15 | Evaluationwillbebasedonthequalityofsubmissions. |
| 4. | Relevant Experience of the Key Personnel | 35 | 30%ofthemaximummarksforeachKeyPersonnelshallbeawardedforthe numberofEligibleAssignmentstherespectiveKeyPersonnelhasworkedon.Theremaining70%shallbeawardedfor:(i)thecomparativesizeandqualityofEligibleAssignments;and(ii)other relevantassignmentsorsimilarworkininfrastructuresectors. |
| 4(a) | Team leader | 15 |  |
| 4(b) | Master planner | 5 |  |
| 4(c) | Rural development specialist | 5 |  |
| 4(d) | Socio- economic expert | 5 |  |
| 4(e) | Infrastructure engineer | 5 |  |
|  | **Grand Total**  | **100** |  |

### Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of master plan, development plan, infrastructure master plan, feasibility report projects shall be deemed as eligible assignments (the “Eligible Assignments”).

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Projects** | **Details** | **Marks**  |
|  | **Total Marks** | **30** |
| 1 | Planning and visioning | Prepared and approved at least two rural or city level plans comprising Socio economic development and infrastructure planning for cluster of rural areas or cities of population over 1,00,000. These plans could include District Development Plans, District Rural Roads Plan under PMGSY and Smart City plans for urban areas- Upto twoplans – 2 marks- Upto Three plans– 5 marks- Five cities and plans– 10 marks- More than seven cities and plans – 15 marks(Mandate letters / completion certificates need to be provided) | 15 |
| 2 | Master Planning | Prepared and approved atleast two Master Plans as per appropriate State Planning Acts and Regulations for planning areas of a minimum area of 50 sqkms and population of atleast 1,00,000 persons | 5 |
| 3 | Infrastructure projects | Firm Level experience of developing infrastructure plans and project feasibility reports- 1 marks for one assignment- 2 marks for two assignments- 5 marks for three or more assignments(Mandate letters / completion certificates need to be provided) | 10 |
| 4 | PPP advisory  | Development of infrastructure in rural areas through PPP - 1 marks for one assignment- 2 marks for two assignments- 5 marks for three or more assignments(Mandate letters / completion certificates need to be provided) | 10 |

## Evaluation of financial capacity

The Applicant shall have received a minimum income of Rs.20 (twenty) croreper annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. Consultant having income minimum Rs. 20 crore per annum shall score 10 marks and for each additional income of Rs. 4 crore shall score 2 marks up to maximum of 20 marks. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.

## Short-listing of Applicants

Applicants ranked as aforesaid are short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, 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 two.

## Evaluation of Financial Proposal

### In the second stage, the financial evaluation will be carried out as per this Clause 3.4.

### The cost indicated in the Financial Proposal shall be deemed as finaland reflecting the total cost of services. Omissions, if any, in costing any item shall notentitle the firm to be compensated and the liability to fulfill its obligations as per the TORwithin the total quoted price shall be that of the Consultant. The applicants will be ranked from lowest quote to highest.

### The Selected Applicant shall be the first ranked Applicant (having the lowest financialscore). The second ranked Applicant shall be kept in reserve and may be invited fornegotiations in case the first ranked Applicant withdraws, or fails to comply with therequirements specified in Clauses 2.23, 2.27and 2.28, as the case may be.

# FRAUD AND CORRUPT PRACTICES

## The Applicants and their respective officers, employees, agents and advisers shall observethe highest standard of ethics during the Selection Process. Notwithstanding anything tothe contrary contained in this RFP, the Authority shall reject a Proposal without beingliable 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 "ProhibitedPractices") in the Selection Process. In such an event, the Authority shall, withoutprejudice to its any other rights or remedies, forfeit and appropriate the Bid Security orPerformance Security, as the case may be, as mutually agreed genuine pre-estimatedcompensation and damages payable to the Authority for, *inter alia,* time, cost and effortof the Authority, in regard to the RFP, including consideration and evaluation of suchApplicant's Proposal.

## Without prejudice to the rights of the Authority under Clause hereinabove and therights 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 havedirectly or indirectly or through an agent, engaged or indulged in any corrupt practice,fraudulent practice, coercive practice, undesirable practice or restrictive practice duringthe 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 RFPissued by the Authority during a period of 2 (two) years from the date such Applicantor Consultant, as the case may be, is found by the Authority to have directly or throughan agent, engaged or indulged in any corrupt practice, fraudulent practice, coercivepractice, undesirable practice or restrictive practice, as the case may be.

## For the purposes of this Section, the following terms shall have the meaning hereinafterrespectively assigned to them:

1. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directlyor indirectly, of anything of value to influence the action of any person connectedwith the Selection Process (for avoidance of doubt, offering of employment toor employing or engaging in any manner whatsoever, directly or indirectly, anyofficial of the Authority who is or has been associated in any manner, directlyor indirectly with the Selection Process or the LOA or has dealt with mattersconcerning the Agreement or arising therefrom, before or after the executionthereof, at any time prior to the expiry of one year from the date such officialresigns 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 withthe Selection Process); or (ii) save as provided herein, engaging in any mannerwhatsoever, whether during the Selection Process or after the issue of the LOAor after the execution of the Agreement, as the case may be, any person inrespect of any matter relating to the Project or the LOA or the Agreement, whoat any time has been or is a legal, financial or technical consultant/ adviser ofthe Authority in relation to any matter concerning the Project;
2. **"fraudulent practice"** means a misrepresentation or omission of facts ordisclosure of incomplete facts, in order to influence the Selection Process;
3. **"coercive practice"** means impairing or harming or threatening to impair orharm, directly or indirectly, any persons or property to influence any person'sparticipation or action in the Selection Process;
4. **"undesirable practice"** means (i) establishing contact with any person connectedwith or employed or engaged by the Authority with the objective of canvassing,lobbying or in any manner influencing or attempting to influence the SelectionProcess; or (ii) having a Conflict of Interest; and
5. **"restrictive practice"** means forming a cartel or arriving at any understandingor arrangement among Applicants with the objective of restricting or manipulatinga full and fair competition in the Selection Process.

# PRE-PROPOSAL CONFERENCE

## Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or 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.

## 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.

# MISCELLANEOUS

## The Selection Process shall be governed by, and construed in accordance with, the lawsof India and the Courts at <name of the city>shall have exclusive jurisdiction over all disputes arisingunder, pursuant to and/or in connection with the Selection Process.

## The Authority, in its sole discretion and without incurring any obligation or liability, reservesthe right, at any time, to:

1. suspend and/or cancel the Selection Process and/or amend and/or supplement theSelection Process or modify the dates or other terms and conditions relatingthereto;
2. consult with any Applicant in order to receive clarification or further information;
3. retain any information and/or evidence submitted to the Authority by, on behalfof and/or in relation to any Applicant; and/or
4. independently verify, disqualify, reject and/or accept any and all submissions orother information and/or evidence submitted by or on behalf of any Applicant.

## It shall be deemed that by submitting the Proposal, the Applicant agrees and releasesthe Authority, its employees, agents and advisers, irrevocably, unconditionally, fully andfinally from any and all liability for claims, losses, damages, costs, expenses or liabilitiesin any way related to or arising from the exercise of any rights and/or performance ofany obligations hereunder, pursuant hereto and/or in connection herewith and waives anyand all rights and/or claims it may have in this respect, whether actual or contingent,whether present or future.

## All documents and other information supplied by the Authority or submitted by anApplicant 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 requiredto treat all such documents and information as strictly confidential.

## The Authority reserves the right to make inquiries with any of the clients listed by theApplicants in their previous experience record.

APPENDICES

APPENDIX-I-FORM-1- LETTER OF PROPOSAL- TECHNICAL PROPOSAL

(See Clause 2.1.3)

(On Applicant's letter head)

(Date and Reference)

To

< Name of contact person, designation,

Address>

Sub: Proposal for preparing Socio – Economic and Infrastructure Planning Component of the Integration Cluster Action Planfor <name of cluster>, <district> at <state>.

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 preparing Socio – Economic and Infrastructure Planning Component of the Integration Cluster Action Planfor <name of cluster>, <district> at <state>.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. 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.
5. 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.
6. I/We declare that:
7. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
8. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
9. 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
10. 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.
11. 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 2.7of the RFP document.
12. 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.
13. 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.
14. 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.
15. 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 [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
16. The Bid Security of Rs. \_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_only) is paid as demand draft, in accordance with the RFP document.
17. 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.
18. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
19. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in APPENDIX – I -Form 3.
20. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement with the Authority.
21. I/We have studied RFP and all other documents carefully. 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.
22. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
23. 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)

APPENDIX-I-FORM-2- PARTICULARS OF THE APPLICANT

|  |  |
| --- | --- |
| 1.1 | Title of Consultancy:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.2 | Title of Project:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 1.3 |  |
| 1.4 | State the following:Name of Company or Firm:Legal status (e.g. incorporated private company, unincorporated business, partnershipetc.):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 businessName, designation, address and phone numbers of authorised signatory of theApplicant:Name:Designation:Company:Address:Phone No.:Fax No. :E-mail address: |
| 1.5 | For the Applicant, , state the followinginformation:1. In case of non Indian Firm, does the Firm have business presence in India?

Yes/NoIf so, provide the office address(es) in India.1. Has the Applicant beenpenalized by any organization for poor quality of work or breach of contractin the last five years?

Yes/No1. Has the Applicant ever failed to complete any work awarded to it byany public authority/entity in last five years?

Yes/No1. Has the Applicant been blacklisted by anyGovernment department/Public Sector Undertaking in the last five years?

Yes/No1. Has the Applicant sufferedbankruptcy/insolvency in the last five years?

Yes/No**Note: If answer to any of the questions at (ii) to (v) is yes, the Applicantis not eligible for this consultancy assignment.** |
| 1.6 | Does the Applicant's firm/company combinefunctions as a consultant or adviser along with the functions as a contractor and/ora manufacturer? Yes/NoIf yes, does the Applicant agreeto limit the Applicant's role only to that of a consultant/ adviser to the Authority andto disqualify themselves, their Associates/ affiliates, subsidiaries and/or parentorganization subsequently from work on this Project in any other capacity?Yes/No |
| 1.7 | Does the Applicant intend to borrow or hire temporarily, personnel from contractors,manufacturers or suppliers for performance of the Consulting Services? Yes/NoIf yes, does the Applicant agree that it will only be acceptable as Consultant, if thosecontractors, manufacturers and suppliers disqualify themselves from subsequentexecution of work on this Project (including tendering relating to any goods or servicesfor any other part of the Project) other than that of the Consultant?Yes/NoIf yes, have any undertakings been obtained (and annexed) from such contractors,manufacturers, etc. that they agree to disqualify themselves from subsequent executionof work on this Project and they agree to limit their role to that of consultant/ adviserfor the Authority only? Yes/No(Signature, name and designation of the authorised signatory)For and on behalf of  |

APPENDIX-I-FORM-3- POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address ofthe registered office) do hereby constitute, nominate, appoint and authoriseMr /Ms son/daughter/wife and presently residing at **,**who is presently employed with us and holding the position of as our true and lawfulattorney (hereinafter referred to as the "Authorised Representative") to do in our name and onour behalf, all such acts, deeds and things as are necessary or required in connection with orincidental to submission of our Proposal for and selection as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, proposed to be undertaken by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_<name of authority>(the "Authority") including but not limited to signing and submission of all applications, proposalsand other documents and writings, participating in pre-bid and other conferences and providinginformation/ responses to the Authority, representing us in all matters before the Authority, signingand execution of all contracts and undertakings consequent to acceptance of our proposal andgenerally dealing with the Authority in all matters in connection with or relating to or arisingout of our Proposal for the said Project and/or upon award thereof to us till the entering intoof the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ……………..THE ABOVE NAMED PRINCIPAL HAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ………………..DAY OF ……………..,

201\_

For …………………………

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised Accepted

……………………………………………..

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

*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) andwhen it is so required the same should be under common seal affixed in accordance withthe required procedure. The Power of Attorney should be executed on a non-judicial stamppaper of Rs. 100 (one hundred) and duly notarised by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charterdocuments and other documents such as a resolution/power of attorney in favour of theperson executing this Power of Attorney for the delegation of power hereunder on behalfof the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to belegalised by the Indian Embassy and notarised in the jurisdiction where the Power ofAttorney is being issued. However, Applicants from countries that have signed the HagueLegislation Convention, 1961 need not get their Power of Attorney legalised by the IndianEmbassy if it carries a conforming Appostille certificate.*

APPENDIX-I-FORM-4- FINANCIAL CAPACITY OF THE APPLICANT

*(Refer Clause 2.2.2)*

|  |  |  |
| --- | --- | --- |
| S. No. | Financial Year | Annual Turnover(Rs. in million) |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| Certificate from the chartered accountant/ Statutory AuditorThis is to certify that…………………………… (Name of the Applicant) has received the payments shownabove against the respective years on account of professional fees.Name of the audit firm:Seal of the audit firmDate:(Signature, name and designation of the authorised signatory) |

**Note:** Please do not attach any printed Annual Financial Statement.

APPENDIX-I-FORM-5- PARTICULARS OF KEY PERSONNEL

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

Note: \* Eligible Assignments according to the clause 3.1.3of this RFP.

APPENDIX-I-FORM-6- PROPOSED METHODOLOGY AND WORK PLAN

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

1. Understanding of TOR

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

1. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining itsapproach toward achieving the Objectives laid down in the TOR. The Applicant willsubmit a brief write up on its proposed team and organisation of personnel explaininghow different areas of expertise needed for this assignment have been fully covered byits proposal. The Applicant should specifythe sequence and locations of important activities, and provide a quality assurance planfor carrying out the Consultancy Services.

APPENDIX-I-FORM-7-ABSTRACT OF ELIGIBLE ASSIGNMENTS OF THE APPLICANT

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.No | NameofProject | NameofClient | EstimatedcapitalcostofProject(inRs.Crore) | PaymentofprofessionalfeesreceivedbytheApplicant(inRs.Lakh) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Certificate from the chartered accountantThis is to certify that…………………………… (Name of the Applicant) has received the payments shownabove against the respective years on account of professional fees.Name of the audit firm:Seal of the audit firmDate:(Signature, name and designation of the authorized signatory) |

**Note:** Please do not attach any printed Annual Financial Statement.

APPENDIX-I-FORM-8-ELIGIBLEASSIGNMENTSOFAPPLICANT

|  |  |  |
| --- | --- | --- |
| 1. | Name of Applicant: |  |
| 2. | Name of the Project: |  |
| 3. | Length in km or other particulars |  |
| 4. | Description of services performed by the Applicant Firm: |  |
| 5. | Name of client and Address: (indicate whether public or private) |  |
| 6. | Name and telephone no. of client’s representative: |  |
| 7. | Estimated capital cost of the Project (in Rs crore): |  |
| 8. | Payment received by the Applicant (in Rs. Lakhs): |  |
| 9. | Start date of the services (month/ year): |  |
| 10. | Finish date of the services (month/ year): |  |
| 11. | Brief description of the Project: |
| It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.(Signature and name of Key Personnel) |

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I-FORM-9- CURRICULUM VITAE (CV) OF KEY PERSONNEL

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

1. List of projects on which the Personnel has worked

Name of project Description of responsibilities

1. Details of the current assignment and the time duration for which services are requiredfor the current assignment.

Certification:

1. I am willing to work on the Project and I will be available for entire durationof the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CVcorrectly describes myself, my qualifications and my experience.

Place (Signature and name of the Key Personnel)

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

**Notes:**

1. Use separate form for each Key Personnel, page limit 5 pages.

Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I-FORM-10-STATEMENT OF LEGAL CAPACITY

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

Sub: RFP for Consultant: [for developing preparing Socio – Economic and Infrastructure Planning Component of the Integration Cluster Action Planfor <name of cluster>, <district> at<state>.Integration Cluster Action Planfor <name of cluster> at <state>]

I/We hereby confirm that we, the Applicant (along with other members in case of consortium,constitution of which has been described in the Proposal\*), satisfy the terms and conditions laiddown in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Memberof our consortium.

I/We have agreed that (insert individual's name) will act as our AuthorisedRepresentative/ will act as the Authorised Representative of the consortium on our behalf andhas been duly authorized to submit our Proposal. Further, the authorised signatory is vested withrequisite powers to furnish such proposal and all other documents, information or communicationand authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of ………………….

*Please strike out whichever is not applicable*

APPENDIX-II-FINANCIAL PROPOSAL FORMAT

Date:

Place:

To

<name and address of authority>

Dear Sir,

**Sub: “Proposal for *Selection of Consultant for preparing Socio – Economic and Infrastructure Planning Component of the Integration Cluster Action Plan for <name of cluster>, <district> at <state>.Integrated Cluster Action Plan for <name of cluster, at <state>”***

Please find enclosed our Financial Proposal in respect of the project “**Selection of Consultant for preparing Socio – Economic and Infrastructure Planning Component of the Integration Cluster Action Plan for <name of cluster>, <district> at<state>**in response to the Request for Proposal (“RFP”) Document issued by the Authority dated \_\_\_ 2016.

|  |  |
| --- | --- |
| **Item Name**  | **Amount (Rs)** |
| Lump sum Consultancy Fee for undertaking scope of work indicated in Schedule I –Terms of Reference of the RFP | **In figures**  |
| **In words** |

The Fee quoted shall be inclusive of all charges, taxes, payments except service tax to be paid to the Successful Applicant.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Bidder and the Company Seal)*

Signature : *(Authorised Representative and Signatory)*

Name of the Person :

Designation :

*Note:In case of a discrepancy between the quote expressed in figures vis-à-vis the quote expressed in words, the latter shall govern.*

SCHEDULE-I- TERMS OF REFERENCE

**Preparing the Integrated Cluster Action Plan for [Insert Name of Cluster]**

**Context**

The National Rurban Mission (the **“NRuM”**) aims at development of a cluster of villages that preserve and nurture the essence of the rural community life with focus on equity and inclusiveness without compromising with the facilities perceived to be essentially urban in nature, thus creating a cluster of ‘Rurban villages’.

These clusters would be strengthened with amenities such as piped water supply and sanitation, village streets, connectivity and public transport, LPG connections, health facilities, educational and skill development infrastructure, agro processing / services facilities and other socio-economic infrastructure specific for leveraging the potential of the cluster.

Resources for provision of these amenities shall be mobilized through convergence of various schemes of the Government and a Critical Gap Funding provided under this Mission, for focused development of these clusters.

Additionally, clusters would be duly notified as planning areas and comprise of well-planned layouts following the planning norms (as laid down in the State Town and Country Planning Acts/similar Central or State statutes as may be applicable), which would be duly notified by the State/UTs.These plans would be finally integrated with the District Plans/Master Plans as the case may be.

**Identified Cluster**

In accordance with the scheme guidelines, Authority has identified \_\_\_\_\_\_\_ cluster in \_\_\_ district, \_\_\_\_ block, consisting of \_\_\_\_\_, \_\_\_\_\_\_\_, … \_\_\_\_\_\_, and \_\_\_\_\_\_\_ gram panchayats to be developed into a RURBAN cluster under the provisions of SPMRM. The key characteristics of the cluster have been summarized below:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Cluster Total** | **GP 1** | **GP 2** | **GP 3** | **GP 4** | **GP 5** | **GP *‘n’*** |
| Name of Gram Panchayat |  |  |  |  |  |  |  |
| Name of Villages |  |  |  |  |  |  |  |
| Estimated Population (2016) |  |  |  |  |  |  |  |

**Scope of Work**

In order to guide the development of the Rurban cluster, the Mission recommends preparation of an Integrated Cluster Action Plan for each Rurban cluster. Integrated Cluster Action Plan shall be the key document covering baseline studies outlining the requirements of the cluster and the key interventions needed to address these needs and to leverage its potential. Theseplans shall be prepared in close consultation with the District Collectors/Zilla-Parishads and concerned Panchayati Raj Institutions and ensure participation and ownership from all concerned stakeholders.

The Integrated Cluster Action Plan shall be prepared in accordance with the National Rurban Mission (the “NRuM”) scheme guidelines, ICAP guidelines and other guidelines / advisories as provided by Ministry of Rural Development, GOI from time to time. The Integrated Cluster Action Planwill enunciate the following:

1. A strategy for the cluster integrating the vision for each Gram Sabha, identified in the cluster.The desired outcomes for the cluster under the National Rurban Mission (NRuM);
2. The resources to be converged under various Central Sector, Centrally Sponsored and State Sector schemes;
3. The Critical Gap Funding (CGF) required for the cluster;
4. Most importantly, the ICAP would draw out a detailed spatial plan for the entire cluster. These plans would delineate the cluster areas and comprise well planned layouts following the planning norms (as laid down in the State Town and Country Planning Acts/similar Central or State statutes as may be applicable), which would be duly notified by the State/UTs. These plans would be finally integrated with the District Plans/Master Plans as the case may be.

***The Authority, in line with the SPMRM scheme guidelines, intends to prepare socio-economic and infrastructure planning component of the Integrated Cluster Action Plan (ICAP) for the selected \_\_\_\_\_\_ (name of the Rurban cluster) Rurban cluster.***The ICAP will essentially identify the socio-economic and infrastructure requirements of the cluster, converge various government schemes and implement the project level interventions in the cluster as per the process indicated in this framework. This exercise is expected to take about four months and would form the basis for the next steps of the Mission i.e. identification of project components converged, assessment of funding requirements and critical gap funding etc.

The scope of work for the Consultants shall include preparation of the ICAPs in alignment and in conformance with the relevant guidelines and instructions issued by Ministry of Rural Developmentfrom time to time. And assisting the authority in undertaking regular stakeholder consultations towards preparation of the ICAP and in engaging with the Gram Sabha, MoRD and other relevant authorities towards approval of the ICAP and the Critical Gap Funding. The documents related to National Rurban Mission are available on [www.rurban.gov.in](http://www.rurban.gov.in) and [www.rural.nic.in](http://www.rural.nic.in)

The key sub-tasks under the scope of work shall include, but not be limited, to the below listed activities:

1. **Delineation of cluster:** The appointed consultant shall assist the authority in clearly delineating the cluster boundary following the process specified in the respective State/UT statutes and as identified by the Authority. The consultant shall further assist the Authority in drafting of the notification to be issued for identifying the cluster as a planning area.
2. **Cluster profiling**: Prepare detailed existing profile of the cluster and at individual gram-panchayat level covering Demographic, Socio-Economic, administrative and other relevant aspects to identify and evaluate the key profiled characteristic that have a bearing on the socio-economic development of the cluster.
	* Demographic profiling shall include, among others, aspects such as population growth trends, scientific short and medium term projections, age and gender profiles, cohort survivals and other relevant demographic parameters.
	* Socio-economic profiling shall include, among other, aspects such as literacy rates and profiles, income profiles, social profiling, detailed occupational profiling, economic trends / occupational trends, social infrastructure.
	* Administrative profiling shall include, among others, development related information and decision flows, key stakeholders, essential service providers and other relevant parameters.
3. **Infrastructure profiling, deficiency analysis and identification of needs**: Based on the results of cluster profiling an infrastructure profiling and deficiency analysis will be undertaken. This would include a comprehensive assessment of available physical, social and economic infrastructure and assessment of key economic growth drivers for the cluster. A detailed Strengths Weakness Opportunities Threats (SWOT) assessment shall be undertaken as a basis for identifying the key interventions on socio-economic and infrastructure components required for achieving sustained socio-economic growth in the cluster.
4. **Component profiling**: Fourteen desirable components have been listed out as ideal components for the cluster, however giving flexibility to the States to decide any other relevant components required to develop the cluster.The following components are envisaged as desirable components in each cluster: (i) Skill development training linked to economic activities (ii) Agro Processing, Agri-Services, Storage and Warehousing.(iii) Fully equipped mobile health unit.(iv) Upgrading school /higher education facilities. (v) Sanitation (vi) Provision of piped water supply (vii) Solid and liquid waste management. (viii) Village streets and drains. (ix) Street lights (x) Inter-village road connectivity. (xi) Public transport. (xii) LPG gas connections (xiii) Digital Literacy(xiv) Citizen Service Centers- for electronic delivery of citizen centric services/e-gram connectivity. The existing infrastructure and the services available, existing gaps and the required interventions towards these services shall be analyzed and mapped.

Based on the above profiling an outline listing of the components proposed to form a part of the mission and ICAP towards ensuring a sustained socio-economic growth in the region shall be prepared.

1. **Stakeholder consultations:**Based on the above assessment, economic profiling, needs assessment and outline components a vision for the cluster shall be developed. The vision for the cluster along with the needs and economic assessment will be validated through stakeholder consultations across the various levels i.e. PRI/District/State level functionaries and other stakeholders.

This stage would also involve undertaking consultations with the citizens and key focus groups. The consultations shall ensure equal and representative coverage of sections of the society and economic groups and shall be held separately in each of the gram panchayat forming a part of the cluster.

Depending upon the results of these consultations, the authority may decide to hold another round of consultations after the components have been identified and detailed.

The final list of components shall be selected through the results of consultation process and be aligned with achievement of the vision jointly agreed by the stakeholders. The project components could substantially cover the fourteen desirable components of the Mission. The consultants shall advise the authority towards identifying specific components beyond the fourteen desirable components and include them in the development strategy depending upon the needs and development vision of the cluster. The consultantshall make a presentation to the SLEC for an in principle concurrence on the Mission components.

1. **Detailing of the identified components:**After selection of the mission components, each of the sub-components shall be detailed out in terms of project components, costing, operation and maintenance expenditure estimates, coverage and beneficiaries, anticipated impacts and other related parameters.
2. **Scheme convergence:** Subsequent to detailing and finalization of the desirable components for the cluster, the next step shall be to identify the possible schemes that can be converged for each of the components. Each of the identified mission components shall be mapped with an existing Centrally Sponsored, Central Sector, State Government schemes for fund convergence as per the principle of scheme convergence in the Rurban Mission to meet the total required cost estimated. Preferred central / state government schemes shall be listed and the scheme operational procedures necessary towards further configuring the mission components shall be identified.
3. **Investment and phasing**: The components and the investment required will then be phased out over the construction period of three years based on the year wise costing requirements estimated allowing for escalation.
4. **Assessment of Critical Gap funding requirements:**Based on the Investment requirement estimated and the identification of resources though convergence, the balance amount would be the amount requiring Critical Gap Funding under this Mission. However as per the Mission framework this will be restricted to 30% of the Project capital expenditure or Rs. 30 crores,whichever is lesser. In desert, hilly and tribal areas the CGF will be capped at 30% of the Project capital expenditure or Rs. 15 crores- whichever is lesser. The total investment required as estimated in Step 7 above, the resources that can be obtained through convergence and the balance CGF amount, capped as per the norms, shall be detailed out as a part of this step. The project sub components to be funded under the CGF will be clearly identified as part of the above exercise.
5. **Implementation and O&M strategy:** As a part of this step, implementation strategy shall be detailed out for each of the project sub-component. Major milestones during implementation shall be identified and detailed out in a component wise bar chart. These component wise bar-charts will be finally be integrated as a comprehensive construction program bar chart for cluster. The implementation strategy shall identify the key implementing agencies and the convergence strategies for ensuring implementation within the construction time frame. Implementation framework till the commencement of construction activities at site shall be prepared as a part of the ICAP. The Implementation strategy shall also identify the persons responsible for monitoring the performance of implementation agencies as per the agreed timelines. The Implementation strategy shall identify key milestones for monitoring construction at the cluster and these milestones will be drawn from the construction bar-charts for the project components

The next step shall includeidentifying the O&M strategy for the individual assets being created under this mission. The appropriate strategy including performance contract, PPP, maintenance by government agencies etc. need to be identified for each of the subcomponent along with the user charges and O&M expenses that need to be covered.

1. **ICAP approvals from Gram Sabha and SLEC**: The consultant shall assist the authority in getting approvals from Gram Sabha and SLEC and incorporating their feedback towards revision and finalization of the ICAP.
2. **Finalization of ICAP:** The consultant shall finalize the ICAP based on comments of Gram Sabha and SLEC and submit soft copy and 5 hard copies of the ICAP along with all the background data and working assessment to the Authority.
3. **Submission of ICAP to MoRD and evaluation by NMMU:** The consultant shall assistthe Authority and State Government in submission and incorporating appraisal comments on the ICAP by MoRD.

**Exclusions to scope:**

The current scope of work for the appointed consultant shall not include spatial planning component of the ICAP. The current scopes excludes steps 2 to 7 of the step by step process in spatial planning indicated in Annexure 1 of the ICAP guidelines issued by the Ministry of Rural Development for the National Rurban Mission.

**Support to be provided by the Authority**

The authority shall provide support to the Consultant, on best effort basis, in following:

1. Co-ordination with stakeholders and facilitating meetings and consultations;
2. Logistics support towards holding public consultations and focus group discussions;
3. Facilitating in collection of cluster related data which is open and available for dissemination with the public authorities; and
4. Engagement with MoRD, SLEC and other key stakeholders for approval of the ICAP.

**Time frame, outputs, deliverables and Payment Terms**

The time for completing the Assignment would be 4 months from appointment of the consultant. The following outputs are expected to be delivered in stages in total duration of assignment.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No.** | **Deliverables + *Description of the deliverables*** | **Number of copies** | **Time Period (Cumulative) from the date of start of Assignment** | **Payment Schedule (% of Contract Price)** |
|  | Inception Report *(Covering overall approach and methodology to the assignment, stakeholder mapping and preliminary baseline assessment of the cluster)* | 3 Hard copies + editable soft copy | 10 days | 10% |
| 1 | Situation Assessment Report *(Covering outputs of tasks under Cluster delineation, Cluster profiling, Infrastructure profiling, deficiency analysis and identification of needs)* | 3 Hard copies + editable soft copy  | 30 days | 10% |
| 2 | Acceptance of Draft ICAP by Authority*(Draft final ICAP - covering all aspects of the ICAP in accordance with scheme guidelines and up to submission of ICAP for review by SLEC)* | 3 Hard copies + editable soft copy | 80 days | 40% |
| 3 | Final ICAP *(Revised ICAP incorporating comments of SLEC and after approval of SLEC)*  | 5 Hard copies + editable soft copy  | Within 7 days of review by SLEC | 30% |
| 4 | Approval of ICAP by MoRD | 3 Hard copies + editable soft copy  | Within 5 days of approval of ICAP by MoRD | 10% |

**Teaming:**

The consultant shall deploy the following experts towards conduct of the study.

| **S.No.** | **Position** | **Qualifications,skills and experience** |
| --- | --- | --- |
|  | Team leader  | * Development professional with post graduate level degree in Development planning, public policy or Master’s degree in Management;
* At least 15 years of experience in development planning, infrastructure feasibility studies and related development activities;
* Should have demonstrated experience in working on development studies pertaining to rural areas and undertaking financial assessments and feasibility studies across at various sectors.
* Should have demonstrated experience in planning and implementation structuring of rural development projects involving convergence of schemes for infrastructure provision.
* Should have demonstrated familiarity with key Government of India such as Swachh Bharat Mission, National Rural Drinking Water Program etc.
 |
|  | Master planner | * Development professional with post graduate level degree in planning
* At least 12 years of experience in developing master plan and landuse planning, defining development control regulations
* Should be well versed with local planning regulations
* Should have working experience with rural development and/or peri-urban development planning
 |
|  | Rural development specialist | * Rural development professional with post graduate level degree in fields related to rural development and Planning or equivalent;
* At least 12 years of experience in rural development activities related to socio-economic infrastructure planning, skill development and other related activities.
* Should have demonstrated familiarity with skill development, social infrastructure and services provision mechanism especially health and education, Anganwadis and other rural development related aspects etc.
* Should have demonstrated working experience with rural authorities at the state level.
 |
|  | Socio-economic expert | * Development professional with post – graduate degree in social or economic development related fields.
* At least 10 years of experience towards social and economic development, skill development, socio-economic impact assessment and profiling in rural areas.
 |
|  | Infrastructure engineer | * Post - Graduate degree in engineering with at least 12 years of experience in designing and implementation of rural infrastructure across water supply, sanitation, rural roads and buildings, health, education and other infrastructure sectors.
* Demonstrated experience in capacity assessment, system designing and detailing including civil construction drawings, cost estimation, financial assessment and identifying O&M related requirements for the infrastructure.
 |

SCHEDULE-II-AGREEMENT

**SUGGESTED FRAMEWORK OF**

**AGREEMENT**

**FOR**

**Preparing the Integrated Cluster Action Plan (ICAP) for Rurban Cluster at <name of cluster>, <district>, <State>**

[1. GENERAL 1](#_Toc445242638)

[1.2 RelationbetweentheParties 2](#_Toc445242639)

[1.3 Rightsandobligations 2](#_Toc445242640)

[1.4 Governinglawandjurisdiction 3](#_Toc445242641)

[1.5 Language 3](#_Toc445242642)

[1.6 Tableofcontentsandheadings 3](#_Toc445242643)

[1.7 Notices 3](#_Toc445242644)

[1.8 Location 3](#_Toc445242645)

[1.9 AuthorityofMember-in-charge 3](#_Toc445242646)

[1.10 AuthorisedRepresentatives 3](#_Toc445242647)

[1.11 Taxesandduties 4](#_Toc445242648)

[2. COMMENCEMENT,COMPLETIONANDTERMINATIONOFAGREEMENT 4](#_Toc445242649)

[2.2 CommencementofServices 4](#_Toc445242650)

[2.3 TerminationofAgreementforfailuretocommenceServices 4](#_Toc445242651)

[2.4 ExpiryofAgreement 4](#_Toc445242652)

[2.5 EntireAgreement 5](#_Toc445242653)

[2.6 ModificationofAgreement 5](#_Toc445242654)

[2.7 ForceMajeure 5](#_Toc445242655)

[2.8 TerminationofAgreement 5](#_Toc445242656)

[3. OBLIGATIONSOFTHECONSULTANT 7](#_Toc445242657)

[3.3 Confidentiality 8](#_Toc445242658)

[3.4 LiabilityoftheConsultant 9](#_Toc445242659)

[3.5 Accounting,inspectionandauditing 9](#_Toc445242660)

[3.6 Consultant’sactionsrequiringtheAuthority'spriorapproval 9](#_Toc445242661)

[3.7 Reportingobligations 10](#_Toc445242662)

[3.8 DocumentspreparedbytheConsultanttobepropertyoftheAuthority 10](#_Toc445242663)

[3.9 DataandmaterialsfurnishedbytheAuthority 10](#_Toc445242664)

[4. CONSULTANT’SPERSONNELANDSUB-CONSULTANTS 10](#_Toc445242665)

[4.2 DeploymentofPersonnel 11](#_Toc445242666)

[4.3 ApprovalofPersonnel 11](#_Toc445242667)

[4.4 SubstitutionofKeyPersonnel 11](#_Toc445242668)

[5. OBLIGATIONSOFTHEAUTHORITY 11](#_Toc445242669)

[6. PAYMENTTOTHECONSULTANT 11](#_Toc445242670)

[6.2 Currencyofpayment 12](#_Toc445242671)

[6.3 Modeofbillingandpayment 12](#_Toc445242672)

[7. LIQUIDATEDDAMAGESANDPENALTIES 12](#_Toc445242673)

[7.2 Penalty for delay 12](#_Toc445242674)

[7.3 PenaltyfordeficiencyinServices 12](#_Toc445242675)

[8. FAIRNESSANDGOODFAITH 13](#_Toc445242676)

[8.2 OperationoftheAgreement 13](#_Toc445242677)

[9. SETTLEMENTOFDISPUTES 13](#_Toc445242678)

[9.2 Disputeresolution 13](#_Toc445242679)

[9.3 Conciliation 13](#_Toc445242680)

#### ANNEXES

Annex-1:TermsofReference

Annex-2:DeploymentofPersonnel

Annex-3: CostofServices

Annex-4:PaymentSchedule

Annex-5:BankGuaranteeforPerformanceSecurity

**Preparing the Integrated Cluster Action Plan (ICAP) for Rurban Cluster at <name of cluster>, <district>, <State>**

ThisAGREEMENT(hereinaftercalledthe“**Agreement**”)ismadeonthe ……………..

...........……….dayofthemonthof…………20…,between,ontheonehand,the[Name of Authority](hereinaftercalledthe“**Authority**”whichexpressionshallincludetheirrespectivesuccessorsandpermittedassigns,unless the context otherwise requires)and, ontheotherhand, (hereinafter called the “**Consultant**” which expressionshallincludetheirrespectivesuccessorsandpermittedassigns).

WHEREAS

1. TheAuthorityvideitsRequestforProposalreference \_\_\_\_\_ dated \_\_\_\_\_ invited applications forPreparing the Integrated Cluster Action Plan (ICAP) for Rurban Cluster at <name of cluster>, <district>, <State>(hereinaftercalledthe“**Consultancy**”);
2. theConsultant submittedits proposalsfor theaforesaidwork,wherebytheConsultantrepresentedtotheAuthoritythatithadtherequiredprofessionalskills,andinthesaidproposalstheConsultantalsoagreedtoprovidetheServicestotheAuthorityonthetermsandconditionsassetforthintheRFPandthisAgreement;and
3. theAuthority,onacceptanceoftheaforesaidproposalsoftheConsultant,awardedtheConsultancytotheConsultantvide itsLetter of Award dated

..................(the“**LOA**”);and

1. inpursuanceoftheLOA,thepartieshaveagreedtoenterintothisAgreement.NOW,THEREFORE,thepartiesheretoherebyagreeasfollows:

#### GENERAL

#### Definitions and Interpretation

* + 1. ThewordsandexpressionsbeginningwithcapitallettersanddefinedinthisAgreementshall,unlessthecontextotherwiserequires,havethemeaninghereinafterrespectivelyassignedtothem:
1. “**Agreement**”meansthisAgreement,togetherwithalltheAnnexes;
2. “**AgreementValue**”shallhavethemeaningsetforthinClause;
3. “**Dispute**”shallhavethemeaningsetforthinClause;
4. “**EffectiveDate**”meansthedateonwhichthisAgreementcomesintoforceandeffectpursuanttoClause;
5. “**Government**”meanstheGovernmentof.............;
6. “**INR**,**Re**.or**Rs**.”meansIndianRupees;
7. “**Member**”,incasetheConsultantconsistsofaconsortiumofmorethanoneentity,meansanyoftheseentities,and“Members”meansalloftheseentities;
8. “**Party**”meanstheAuthorityortheConsultant,asthecasemaybe,andPartiesmeansbothofthem;
9. “**Personnel**”meanspersonshiredbytheConsultantorbyanySub-ConsultantasemployeesandassignedtotheperformanceoftheServicesoranypartthereof;
10. “**RFP**”meanstheRequestforProposaldocumentinresponsetowhichtheConsultant’sproposalforprovidingServiceswasaccepted;
11. “**Services**”meanstheworktobeperformedbytheConsultantpursuanttothisAgreement,asdescribedintheTermsofReferencehereto;
12. “**ThirdParty**”meansanypersonorentityotherthantheGovernment,theAuthority,theConsultantoraSub-Consultant.

Alltermsandwordsnotdefinedhereinshall,unlessthecontextotherwiserequires,havethemeaningassignedtothemintheRFP.

* + 1. ThefollowingdocumentsalongwithalladdendaissuedtheretoshallbedeemedtoformandbereadandconstruedasintegralpartsofthisAgreementandincaseofanycontradictionbetweenoramongthemthepriorityinwhich adocumentwouldprevailoveranotherwouldbeaslaiddownbelowbeginningfromthehighestprioritytothelowestpriority:
1. Agreement;
2. AnnexesofAgreement;
3. RFP;and
4. LetterofAward.

#### RelationbetweentheParties

Nothingcontainedhereinshallbeconstruedasestablishinga relationofmasterandservantorofagentandprincipalasbetweentheAuthorityandtheConsultant.TheConsultantshall,subjecttothisAgreement,havecompletechargeofPersonnelperformingtheServicesandshallbefullyresponsiblefortheServicesperformedbythemorontheirbehalfhereunder.

#### Rightsandobligations

ThemutualrightsandobligationsoftheAuthorityandtheConsultantshallbeassetforthintheAgreement,inparticular:

1. theConsultantshallcarryout theServicesinaccordancewiththeprovisionsoftheAgreement;and
2. theAuthorityshallmakepaymentstothe ConsultantinaccordancewiththeprovisionsoftheAgreement.

#### Governinglawandjurisdiction

ThisAgreementshallbeconstruedandinterpretedinaccordancewithandgovernedbythelawsofIndia,andthecourtsintheStateinwhichtheAuthorityhasitsheadquartersshallhaveexclusivejurisdictionovermattersarisingoutoforrelatingtothisAgreement.

#### Language

AllnoticesrequiredtobegivenbyonePartytotheotherPartyandallothercommunications,documentationandproceedingswhichareinanywayrelevanttothisAgreementshallbeinwritingandinEnglishlanguage.

#### Tableofcontentsandheadings

Thetableofcontents,headingsorsub-headingsinthisAgreementareforconvenienceofreferenceonlyandshallnotbeusedin,andshallnotaffect,theconstructionorinterpretationofthisAgreement.

#### Notices

AnynoticeorothercommunicationtobegivenbyanyPartytotheotherPartyunderorinconnectionwiththematterscontemplatedbythisAgreementshallbeinwritingandshall:

1. anynoticeorcommunicationbyaPartytotheotherParty sent by registeredacknowledgementdue,airmailorbycourier,besentbye-mail,giveninaccordanceherewith,shallbedeemedtohavebeendeliveredwheninthenormalcourseofpostitoughttohavebeendeliveredandinallothercases,itshallbedeemedtohavebeendeliveredontheactualdateandtimeofdelivery;providedthatinthecaseofe-mail,itshallbedeemedtohavebeendeliveredontheworkingdaysfollowingthedateofitsdelivery.

#### Location

TheServicesshallbeperformedatthesiteoftheProjectinaccordancewiththeprovisionsofRFPandatsuchlocationsasareincidentalthereto,includingtheofficesoftheConsultant.

#### AuthorityofMember-in-charge

IncasetheConsultantconsistsofaconsortiumofmorethanoneentity,thePartiesagreethattheLeadMembershallactonbehalfoftheMembersinexercisingallthe Consultant’srightsandobligationstowardstheAuthorityunderthisAgreement,includingwithoutlimitationthereceivingofinstructionsandpaymentsfromtheAuthority.

#### AuthorisedRepresentatives

* + 1. Anyactionrequiredorpermittedtobetaken,andanydocumentrequiredorpermittedtobeexecuted,underthisAgreementbytheAuthorityorthe Consultant,asthecasemaybe,maybetakenorexecutedbytheofficialsspecifiedinthisClause.
		2. TheAuthoritymay,fromtimetotime,designateoneofitsofficialsastheAuthorityRepresentative.Unlessotherwisenotified,theAuthorityRepresentativeshallbe:

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

Tel:..........

Mobile:..........

Email:..........

* + 1. TheConsultantmaydesignateoneofitsemployeesasConsultant’sRepresentative.Unlessotherwisenotified,theConsultant’sRepresentativeshallbe:

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

Tel:..........

Mobile:..........

Email:..........

#### Taxesandduties

UnlessotherwisespecifiedintheAgreement,theConsultantshallpayallsuchtaxes,duties,feesandotherimpositionsasmaybeleviedundertheApplicableLawsandtheAuthorityshallperformsuchdutiesinregardtothedeductionofsuchtaxesasmaybelawfullyimposedonit.

#### COMMENCEMENT,COMPLETIONANDTERMINATIONOFAGREEMENT

* 1. **EffectivenessofAgreement**

ThisAgreementshallcomeintoforceandeffectonthedateofthisAgreement(the“**EffectiveDate**”).

#### CommencementofServices

TheConsultantshallcommencetheServiceswithinaperiodof7(seven)daysfromtheEffectiveDate,unlessotherwiseagreedbytheParties.

#### TerminationofAgreementforfailuretocommenceServices

IftheConsultantdoesnotcommencetheServiceswithintheperiodspecifiedinClauseabove,theAuthoritymay,bynotlessthan2(two)weeks’noticetotheConsultant,declarethisAgreementtobenullandvoid,andintheeventofsuchadeclaration,theBidSecurityoftheConsultantshallstandforfeited.

#### ExpiryofAgreement

UnlessterminatedearlierpursuanttoClausesorhereof,thisAgreementshall,unlessextendedbythePartiesbymutualconsent,expireupontheearlierof(i)expiryofaperiodof90(ninety)daysafterthedeliveryofthefinaldeliverabletotheAuthority;and(ii)theexpiryof[1(one)year]fromtheEffectiveDate.UponTermination,theAuthorityshallmakepaymentsofallamountsduetotheConsultanthereunder.

#### EntireAgreement

* + 1. ThisAgreementandtheAnnexestogetherconstituteacompleteandexclusivestatementofthetermsoftheagreementbetweenthePartiesonthesubjecthereof,andnoamendmentormodificationheretoshallbevalidandeffectiveunlesssuchmodificationoramendmentisagreedtoinwritingbythePartiesanddulyexecutedbypersonsespeciallyempoweredinthisbehalfbytherespectiveParties.Allpriorwrittenororalunderstandings,offersorothercommunicationsofeverykindpertainingtothisAgreementareabrogatedandwithdrawn;provided,however,thattheobligationsoftheConsultantarisingoutoftheprovisionsoftheRFPshallcontinuetosubsistandshallbedeemedtoformpartofthisAgreement.
		2. Withoutprejudicetothe generalityoftheprovisionsofClause,onmattersnotcoveredbythisAgreement,theprovisionsofRFPshallapply.

#### ModificationofAgreement

Modificationof thetermsandconditions ofthisAgreement, including anymodificationofthescopeoftheServices,mayonlybemadebywrittenagreementbetweenthe Parties.Pursuant to Clauses hereof,however,eachPartyshallgivedueconsiderationtoanyproposalsformodificationmadebytheotherParty.

#### ForceMajeure

* + 1. Definition

ForthepurposesofthisAgreement,“**ForceMajeure**”meansaneventwhichisbeyondthereasonablecontrolofaParty,andwhichmakesaParty’sperformanceofitsobligationshereunderimpossibleorsoimpracticalasreasonablytobeconsideredimpossibleinthecircumstances,andincludes,butisnotlimitedto,war,riots,civildisorder,earthquake,fire,explosion,storm,floodorotheradverseweatherconditions,strikes,lockoutsorotherindustrialaction(exceptwheresuchstrikes,lockoutsorotherindustrialactionarewithinthe powerofthePartyinvokingForceMajeuretoprevent),confiscationoranyotheractionbygovernmentagencies.

* + 1. Extensionoftime

AnyperiodwithinwhichaPartyshall,pursuanttothisAgreement,completeanyactionortask,shallbeextendedforaperiodequaltothetimeduringwhichsuchPartywasunabletoperformsuchactionasaresultofForceMajeure.

#### TerminationofAgreement

* + 1. BytheAuthority

TheAuthoritymay,bynotlessthan30(thirty)days’writtennoticeofterminationtotheConsultant,suchnoticetobegivenaftertheoccurrenceofanyoftheeventsspecifiedinthisClause,terminatethisAgreementif:

* + - 1. theConsultantbecomesinsolventorbankruptorentersintoanyagreementwithitscreditorsforreliefofdebtortakeadvantageofanylawforthebenefitofdebtorsorgoesintoliquidationorreceivershipwhethercompulsoryorvoluntary;
			2. in case of non-performance of consultant
			3. theConsultantfailstocomplywithanyfinaldecisionreachedasaresultofarbitrationproceedingspursuanttoClausehereof;
			4. theConsultantsubmitstotheAuthorityastatementwhichhasamaterialeffectontherights,obligationsorinterestsoftheAuthorityandwhichtheConsultantknowstobefalse;
			5. anydocument,information,dataorstatementsubmittedby theConsultantinitsProposals,basedonwhich the Consultantwasconsideredeligibleorsuccessful,isfoundtobefalse,incorrectormisleading;
			6. astheresultofForceMajeure,theConsultantisunabletoperformamaterialportionoftheServicesforaperiodofnotlessthan60(sixty)days;or
			7. theAuthority,initssolediscretionandforanyreasonwhatsoever,decidestoterminatethisAgreement.
		1. BytheConsultant

TheConsultantmay,bynotlessthan30(thirty)days’writtennoticetotheAuthority,suchnoticetobegivenaftertheoccurrenceofanyoftheeventsspecifiedinthisClause,terminatethisAgreementif:

* + - 1. theAuthorityfailstopayanymoneyduetotheConsultantpursuanttothisAgreementandnotsubjecttodisputepursuanttoClausehereofwithin45(fortyfive)daysafterreceivingwrittennoticefromtheConsultantthatsuchpaymentisoverdue;
			2. theAuthorityisinmaterialbreachofitsobligationspursuanttothisAgreementandhasnotremediedthesamewithin45(fortyfive)days(orsuchlongerperiodastheConsultantmayhavesubsequentlygrantedinwriting)followingthereceiptbytheAuthorityoftheConsultant’snoticespecifyingsuchbreach;
			3. astheresultofForceMajeure,theConsultantisunabletoperformamaterialportionoftheServicesforaperiodofnotlessthan60(sixty)days;or
			4. theAuthorityfailstocomplywithanyfinaldecisionreachedasaresultofarbitrationpursuanttoClausehereof.
		1. Cessationofrightsandobligations

UponterminationofthisAgreementpursuanttoClausesor hereof,oruponexpirationofthisAgreementpursuanttoClausehereof,allrightsandobligationsofthePartieshereundershallcease,except(i)suchrightsandobligationsasmayhaveaccruedonthedateofterminationorexpiration,orwhichexpresslysurvivesuchTermination;(ii)theobligationofconfidentialitysetforthinClausehereof;(iii)theConsultant’sobligationtopermitinspection,copyingandauditingofsuchofitsaccountsandrecordssetforthinClause,asrelatetotheConsultant’sServicesprovidedunderthisAgreement;and(iv)anyrightorremedywhichaPartymayhaveunderthisAgreementortheApplicableLaw.

* + 1. CessationofServices

Upontermination ofthisAgreementbynotice ofeitherPartytotheotherpursuanttoClausesorhereof,theConsultantshall,immediatelyupondispatchorreceiptofsuchnotice,takeallnecessarystepstobringtheServicestoacloseina promptandorderlymannerandshallmakeeveryreasonableefforttokeepexpendituresforthispurposetoaminimum.WithrespecttodocumentspreparedbytheConsultantandequipmentandmaterialsfurnishedbytheAuthority,theConsultantshallproceedasprovidedrespectivelybyClausesor hereof.

* + 1. PaymentuponTermination

UponterminationofthisAgreementpursuanttoClausesorhereof,theAuthorityshallmakethefollowingpaymentstotheConsultant(afteroffsettingagainstthesepaymentsanyamountthatmaybeduefromtheConsultanttotheAuthority):

1. remunerationpursuanttoClausehereofforServicessatisfactorilyperformedpriortothedateoftermination;
	* 1. DisputesaboutEventsofTermination

IfeitherPartydisputeswhetheraneventspecifiedinClauseorinClause hereofhasoccurred,suchPartymay,within30(thirty)daysafterreceiptofnoticeofterminationfromtheotherParty,referthemattertoarbitrationpursuanttoClausehereof,andthisAgreementshallnotbeterminatedonaccountofsucheventexceptinaccordancewiththetermsofanyresultingarbitralaward.

#### OBLIGATIONSOFTHECONSULTANT

#### General

* + 1. StandardsofPerformance

TheConsultantshallperformtheServicesandcarryoutitsobligationshereunderwithallduediligence,efficiencyandeconomy,inaccordancewithgenerallyacceptedprofessionaltechniquesandpractices,andshallobservesoundmanagementpractices,andemployappropriateadvancedtechnologyandsafeandeffectivemethods.TheConsultantshallalwaysact,inrespectofanymatterrelatingtothisAgreementortotheServices,asafaithfuladvisertotheAuthority,andshallatalltimessupportandsafeguardtheAuthority'slegitimateinterestsinanydealingswithSub-ConsultantsorThirdParties.

* + 1. TermsofReference

ThescopeofservicestobeperformedbytheConsultantisspecifiedintheTermsofReference(the“**TOR**”)atAnnex-1ofthisAgreement.TheConsultantshallprovidetheDeliverablesspecifiedthereininconformitywiththetimeschedulestatedtherein.

* + 1. ApplicableLaws

TheConsultantshallperformtheServicesinaccordancewiththeApplicableLawsandshalltakeallpracticablestepstoensurethatanySub-Consultant,aswellasthePersonnelandagentsoftheConsultantandanySub-Consultant,complywiththeApplicableLaws.

#### Confidentiality

TheConsultant,itsSub-ConsultantsandthePersonnelofeitherofthemshallnot,eitherduringthetermorwithintwoyearsaftertheexpirationorterminationofthisAgreementdiscloseanyproprietaryinformation,includinginformationrelatingtoreports,data,drawings,designsoftwareorothermaterial,whetherwrittenororal,inelectronicormagneticformat,andthecontentsthereof;andanyreports,digestsorsummariescreatedorderivedfromanyoftheforegoingthatisprovidedbytheAuthoritytotheConsultant,itsSub-ConsultantsandthePersonnel;anyinformationprovidedbyorrelatingtotheAuthority,itstechnology,technicalprocesses,businessaffairsorfinancesoranyinformationrelatingtotheAuthority’semployees,officersorotherprofessionalsorsuppliers,customers,orcontractorsoftheAuthority;andanyotherinformationwhichtheConsultantisunderanobligationtokeepconfidentialinrelationtotheProject,theServicesorthisAgreement("**ConfidentialInformation**"),withoutthepriorwrittenconsentoftheAuthority.

Notwithstandingtheaforesaid,theConsultant,itsSub-ConsultantsandthePersonnelofeitherofthemmaydiscloseConfidentialInformationtotheextentthatsuchConfidentialInformation:

* + 1. wasinthepublicdomainpriortoitsdeliverytotheConsultant,itsSub-ConsultantsandthePersonnelofeitherofthemorbecomesapartofthepublicknowledgefromasourceotherthantheConsultant,itsSub-ConsultantsandthePersonnelofeitherofthem;
		2. wasobtainedfromathirdpartywithnoknowndutytomaintainitsconfidentiality;
		3. isrequiredtobedisclosedbyApplicableLawsorjudicialoradministrativeorarbitralprocessorbyanygovernmentalinstrumentalities,providedthatforanysuchdisclosure,theConsultant,itsSub-Consultants andthePersonnelofeitherofthemshallgivetheAuthority,promptwrittennotice,andusereasonableeffortstoensure thatsuchdisclosure isaccordedconfidentialtreatment;and
		4. isprovidedtotheprofessionaladvisers,agents,auditorsorrepresentativesoftheConsultantoritsSub-ConsultantsorPersonnelofeitherofthem,asisreasonableunderthecircumstances;provided,however,thattheConsultantoritsSub-ConsultantsorPersonnelofeitherofthem,asthecasemaybe,shallrequiretheirprofessionaladvisers,agents,auditorsoritsrepresentatives,toundertakeinwritingtokeepsuchConfidentialInformation,confidentialandshalluseitsbesteffortstoensurecompliancewithsuchundertaking.

#### LiabilityoftheConsultant

* + 1. TheConsultant’sliabilityunderthisAgreementshallbedeterminedbytheApplicableLawsandtheprovisionshereof.
		2. The Consultant shall be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

* + 1. The Parties hereto agree that in case of negligence or wilful misconduct on thepartoftheConsultantoronthepartofanypersonorfirmactingonbehalfoftheConsultantincarryingouttheServices,theConsultant,withrespecttodamagecausedtotheAuthority’sproperty,shallnotbeliabletotheAuthority:
			1. foranyindirectorconsequentiallossordamage;and
		2. Thislimitationofliabilityspecifiedinhere shallnotaffecttheConsultant’sliability,ifany,fordamagetoThirdPartiescausedbytheConsultantoranypersonorfirmactingonbehalfoftheConsultantincarryingouttheServicessubject,however,toalimitequaltotheAgreementValue.

#### Accounting,inspectionandauditing

TheConsultantshall:

1. keepaccurateandsystematicaccountsandrecordsinrespectoftheServicesprovidedunderthisAgreement,inaccordancewithinternationallyacceptedaccountingprinciplesandinsuchformanddetailaswillclearlyidentifyallrelevanttimechargesandcost,andthebasisthereof(includingthebasisoftheConsultant’scostsandcharges);and
2. permittheAuthorityoritsdesignatedrepresentativeperiodically,anduptooneyearfromtheexpirationorterminationofthisAgreement,toinspectthesameandmake copiesthereofaswellastohave themauditedbyauditorsappointedbytheAuthority.

#### Consultant’sactionsrequiringtheAuthority'spriorapproval

TheConsultantshallobtaintheAuthority'spriorapprovalinwritingbeforetakinganyofthefollowingactions:

1. appointingsuchmembersoftheProfessionalPersonnelasarenotlistedinAnnex–2.
2. enteringintoasubcontractfortheperformanceofanypartoftheServices,itbeingunderstood(i)thattheselectionoftheSub-ConsultantandthetermsandconditionsofthesubcontractshallhavebeenapprovedinwritingbytheAuthoritypriortotheexecutionofthesubcontract,and(ii)thattheConsultantshallremainfullyliablefortheperformanceoftheServicesbytheSub-ConsultantanditsPersonnelpursuanttothisAgreement;or
3. anyotheractionthatisspecifiedinthisAgreement.

#### Reportingobligations

TheConsultantshallsubmittotheAuthoritythereportsanddocumentsspecifiedintheAgreement,intheform,inthenumbersandwithinthetimeperiodssetforththerein.

#### DocumentspreparedbytheConsultanttobepropertyoftheAuthority

* + 1. Allplans,drawings,specifications,designs,reportsandotherdocuments(collectivelyreferredtoas“**ConsultancyDocuments**”)preparedbytheConsultant(orbytheSub-ConsultantsoranyThirdParty)inperformingtheServicesshallbecomeandremainthepropertyoftheAuthority,andallintellectualpropertyrightsinsuchConsultancyDocumentsshallvestwiththeAuthority.AnyConsultancyDocument,ofwhichtheownershiportheintellectualpropertyrightsdonot vestwith the Authorityunderlaw,shall automaticallystandassignedtotheAuthorityasandwhensuchConsultancyDocumentiscreatedandtheConsultantagreestoexecuteallpapersandtoperformsuchotheractsastheAuthoritymaydeemnecessarytosecureitsrightshereinassignedbytheConsultant.
		2. TheConsultantshall,notlaterthanterminationorexpirationofthisAgreement,deliverallConsultancyDocumentstotheAuthority,togetherwithadetailedinventorythereof.TheConsultantmayretainacopyofsuchConsultancyDocuments.TheConsultant,itsSub-ConsultantsoraThirdPartyshallnotusetheseConsultancyDocumentsforpurposesunrelatedtothisAgreementwithoutthepriorwrittenapprovaloftheAuthority.
		3. TheConsultantshallholdtheAuthorityharmlessandindemnifiedforanylosses,claims,damages,expenses(includingalllegalexpenses),awards,penaltiesorinjuries(collectivelyreferredtoas ‘Claims’)whichmayarisefromorduetoanyunauthoriseduseofsuchConsultancyDocuments,orduetoanybreachorfailureonpartoftheConsultantoritsSub-ConsultantsoraThirdPartytoperformanyofitsdutiesorobligationsinrelationtosecuringtheaforementionedrightsoftheAuthority.

#### DataandmaterialsfurnishedbytheAuthority

DataandmaterialsmadeavailabletotheConsultantbytheAuthorityshallbethepropertyoftheAuthority.UponterminationorexpirationofthisAgreement,theConsultantshallreturn ofdisposeofsuchdataandmaterialsinaccordancewiththeinstructionsoftheAuthority.

#### CONSULTANT’S PERSONNEL AND SUB-CONSULTANTS

#### General

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

#### DeploymentofPersonnel

* + 1. Thedesignations,namesandtheestimatedperiodsofengagementincarryingouttheServicesbyeachoftheConsultant’sPersonnelaredescribedinAnnex-2ofthisAgreement.

#### Approval of Personnel

* + 1. TheProfessionalPersonnellisted inAnnex-2oftheAgreementareherebyapprovedbytheAuthority.NootherProfessionalPersonnelshallbeengagedwithoutpriorapprovaloftheAuthority.

#### Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being providedtothesatisfactionoftheAuthority.

#### OBLIGATIONS OF THE AUTHORITY

#### Assistance in clearances etc.

UnlessotherwisespecifiedintheAgreement,theAuthorityshallmakebesteffortstoensurethattheGovernmentshall:

1. providetheConsultant,itsSub-ConsultantsandPersonnelwithworkpermitsandsuchotherdocumentsasmaybenecessarytoenabletheConsultant,itsSub-ConsultantsorPersonneltoperformtheServices;
2. facilitatepromptclearancethroughcustomsofanypropertyrequiredfortheServices;and
3. issuetoofficials,agentsandrepresentativesoftheGovernmentallsuchinstructionsasmaybenecessaryorappropriateforthepromptandeffectiveimplementationoftheServices.

#### PAYMENT TO THE CONSULTANT

#### Cost estimates and Agreement Value

* + 1. AnabstractofthecostoftheServicespayabletotheConsultantissetforthinAnnex-3oftheAgreement**.**
		2. ExceptasmaybeotherwiseagreedunderClauseandsubjecttoClause,thepaymentsunderthisAgreementshallnotexceedtheagreementvaluespecifiedherein(the“**AgreementValue**”).ThePartiesagreethattheAgreementValueisRs.……….(Rupees.…………………….).
		3. NotwithstandinganythingtothecontrarycontainedinClause,ifpursuanttotheprovisionsofClausesand,thePartiesagreethatadditionalpaymentsshallbemadetotheConsultantinordertocoveranyadditionalexpendituresnotenvisagedinthecostestimatesreferredtoinClause above,theAgreementValuesetforthinClauseaboveshallbeincreasedbytheamountoramounts,asthecasemaybe,ofanysuchadditionalpayments.

#### Currency of payment

AllpaymentsshallbemadeinIndianRupees.TheConsultantshallbefreetoconvertRupeesintoanyforeigncurrencyasperApplicableLaws.

#### Mode of billing and payment

BillingandpaymentsinrespectoftheServicesshallbemadeasfollows:-

1. TheConsultantshallbepaidforitsservicesasperthePaymentScheduleatAnnex-4ofthisAgreement,subjecttotheConsultantfulfillingthefollowingconditions:
	1. NopaymentshallbedueforthenextstagetilltheConsultantcompletes,tothesatisfactionoftheAuthority, the workpertainingtotheprecedingstage.
2. TheAuthorityshallcausethepaymentdue totheConsultanttobemadewithin30(thirty)daysafterthereceiptbytheAuthorityofdulycompletedbillswithnecessaryparticulars(the“**DueDate**”).
3. AllpaymentsunderthisAgreementshallbemadetotheaccountoftheConsultantasmaybenotifiedtotheAuthoritybytheConsultant.

#### LIQUIDATED DAMAGES AND PENALTIES

#### Performance Security

* + 1. TheConsultantmay,furnishaBankGuaranteesubstantiallyintheformspecifiedatAnnex-5ofthisAgreement.

#### Penalty for delay

* + 1. IncaseofdelayincompletionofServices,penalty notexceedinganamountequalto0.2%(zeropointtwopercent)oftheAgreementValueperday,subjecttoamaximumof10%(tenpercent)oftheAgreementValuewillbeimposedandshallberecoveredbyappropriationfromthePerformanceSecurityorotherwise.However,incaseofdelayduetoreasonsbeyondthecontroloftheConsultant,suitableextensionoftimeshallbegranted.

#### Penalty for deficiency in Services

* + 1. AwarningmaybeissuedtotheConsultantforminordeficienciesonitspart.InthecaseofsignificantdeficienciesinServicescausingadverseeffectontheProjectoronthereputationoftheAuthority,otherpenalactionincludingdebarringforaspecifiedperiodmayalsobeinitiatedasperpolicyoftheAuthority.

#### FAIRNESSANDGOODFAITH

#### Good Faith

* + 1. ThePartiesundertaketoactingoodfaithwithrespecttoeachother’srightsunderthisAgreementandtoadoptallreasonablemeasurestoensuretherealisationoftheobjectivesofthisAgreement.

#### OperationoftheAgreement

* + 1. ThePartiesrecognisethatitisimpracticalinthisAgreementtoprovideforeverycontingencywhichmayariseduringthelifeoftheAgreement,andthe PartiesherebyagreethatitistheirintentionthatthisAgreementshalloperatefairlyasbetweenthem,andwithoutdetrimenttotheinterestofeitherofthem,andthat,ifduringthetermofthisAgreementeitherPartybelievesthatthisAgreementisoperatingunfairly,thePartieswillusetheirbesteffortstoagreeonsuchactionasmaybenecessarytoremovethecauseorcausesofsuchunfairness,butfailuretoagreeonanyactionpursuanttothisClauseshallnotgiverisetoadisputesubjecttoarbitrationinaccordancewithClausehereof.

#### SETTLEMENTOFDISPUTES

#### Amicable settlement

* + 1. ThePartiesshallusetheirbesteffortstosettleamicablyalldisputesarisingoutoforinconnectionwiththisAgreementortheinterpretationthereof.

#### Disputeresolution

* + 1. Anydispute,differenceorcontroversyofwhatevernaturehowsoeverarisingunderoroutoforinrelationtothisAgreement(includingitsinterpretation)betweentheParties,andsonotifiedinwritingbyeitherPartytotheotherParty(the“**Dispute**”)shall,inthefirstinstance,beattemptedtoberesolvedamicablyinaccordancewiththeconciliationproceduresetforthinClause.
		2. ThePartiesagreetousetheirbesteffortsforresolvingallDisputesarisingunderorinrespectofthisAgreementpromptly,equitablyandingoodfaith,andfurtheragreetoprovideeachotherwithreasonableaccessduringnormalbusinesshourstoallnon-privilegedrecords,informationanddatapertainingtoanyDispute.

#### Conciliation

* + 1. In the event of any Dispute between the Parties, either Party may call upon [Secretary, ............................ 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 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to

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,SEALEDANDDELIVERED SIGNED,SEALEDANDDELIVERED

Forandonbehalfof Forandonbehalfof

Consultant: Authority

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

Inthepresenceof:

1. 2.

Annex-1

**TermsofReference**

*(ReferClause3.1.2)*

Annex-2

**DeploymentofPersonnel**

*(ReferClause4.2)*

Annex-3

**CostofServices**

*(ReferClause6.1)*

Annex-4

**PaymentSchedule**

*(ReferClause6.3)*

|  |  |  |  |
| --- | --- | --- | --- |
| **KeyDateNo.** | **DescriptionofDeliverables** | **WeekNo.** | **Payment** |
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Annex-5

**BankGuaranteeforPerformanceSecurity**

*(ReferClause7.2)*

To

[ThePresidentofIndia/Governorof..................]actingthrough

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

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

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

Inconsiderationof.............................actingonbehalfofthe[Presidentof

India/Governorof................................](hereinafterreferredasthe“**Authority**”,whichexpressionshall,unlessrepugnanttothecontextormeaningthereof,includeitssuccessors,administratorsandassigns)awardingto………………..,havingitsofficeat………………..(hereinafterreferredasthe“**Consultant**”whichexpressionshall,unlessrepugnanttothecontextormeaningthereof,includeitssuccessors,administrators,executorsandassigns),videtheAuthority’sAgreementno.

……………….dated………………..valuedatRs.………………..(Rupees

………………..),(hereinafterreferredtoasthe“**Agreement**”)theassignmentforconsultancyservicesinrespectofthe………………….Project,andtheConsultanthavingagreedtofurnishaBankGuaranteeamountingtoRs.………………..(Rupees

………………..)totheAuthorityforperformanceofthesaidAgreement.

We,………………..(hereinafterreferredtoasthe“**Bank**”)attherequestoftheConsultantdoherebyundertaketopaytotheAuthorityanamountnotexceedingRs.…………………(Rupees………………….)againstanylossordamagecausedtoorsufferedorwouldbecausedtoorsufferedbytheAuthoritybyreasonofanybreachbythesaidConsultantofanyofthetermsorconditionscontainedinthesaidAgreement.

* 1. We,………………..(indicatethenameoftheBank)doherebyundertaketopaytheamountsdueandpayableunderthisGuaranteewithoutanydemur,merelyonademandfromtheAuthoritystatingthattheamount/claimedisduebywayoflossordamagecausedtoorwouldbecausedtoorsufferedbytheAuthoritybyreasonofbreachbythesaidConsultantofanyofthetermsorconditionscontainedinthesaidAgreementorbyreasonoftheConsultant’sfailuretoperformthesaidAgreement.AnysuchdemandmadeonthebankshallbeconclusiveasregardstheamountdueandpayablebytheBankunderthisGuarantee.However,ourliabilityunderthisGuaranteeshallberestrictedtoanamountnotexceedingRs.………………..(Rupees…………………..).
	2. We,………………..(indicatethenameoftheBank)doherebyundertaketopaytotheAuthorityanymoneysodemandednotwithstandinganydisputeordisputesraisedbytheConsultantinanysuitorproceedingpendingbeforeanycourtortribunalrelatingthereto,ourliabilityunderthispresentbeingabsoluteandunequivocal.ThepaymentsomadebyusunderthisbondshallbeavaliddischargeofourliabilityforpaymentthereunderandtheConsultantshallhavenoclaimagainstusformakingsuchpayment.
	3. We,………………..(indicatethenameofBank)furtheragreethattheGuaranteehereincontainedshallremaininfullforceandeffectduringtheperiodthatwouldberequiredfortheperformanceofthesaidAgreementandthatitshallcontinuetobeenforceabletillalltheduesoftheAuthorityunderorbyvirtueofthesaidAgreementhavebeenfullypaidanditsclaimssatisfiedordischargedortilltheAuthoritycertifiesthatthetermsandconditionsofthesaidAgreementhavebeenfullyandproperlycarriedoutbythesaidConsultantandaccordinglydischargesthisGuarantee.UnlessademandorclaimunderthisGuaranteeismadeonusinwritingonorbeforeaperiodofoneyearfromthedateofthisGuarantee,weshallbedischargedfromallliabilityunderthisGuaranteethereafter.
	4. We,…………………(indicatethenameofBank)furtheragreewiththeAuthoritythattheAuthorityshallhavethefullestlibertywithoutourconsentandwithoutaffectinginanymannerourobligationshereundertovaryanyofthetermsandconditionsofthesaidAgreementortoextendtimeofperformancebythesaidConsultantfromtimetotimeortopostponeforanytimeorfromtimetotimeanyofthepowersexercisablebytheAuthorityagainstthesaidConsultantandtoforbearorenforceanyofthetermsandconditionsrelatingtothesaidAgreementandweshallnotberelievedfromourliabilitybyreasonofanysuchvariation,orextensionbeinggrantedtothesaidConsultantorforanyforbearance,actoromissiononthepartoftheAuthorityoranyindulgencebytheAuthoritytothesaidConsultantoranysuchmatterorthingwhatsoeverwhichunderthelawrelatingtosuretieswould,butforthisprovision,havetheeffectofsorelievingus.
	5. ThisGuaranteewillnotbedischargedduetothechangeintheconstitutionoftheBankortheConsultant(s).
	6. We,………………..(indicatethenameofBank)lastlyundertakenot torevokethisGuaranteeduringitscurrencyexceptwiththepreviousconsentoftheAuthorityinwriting.
	7. Fortheavoidanceofdoubt,theBank’sliabilityunderthisGuaranteeshallberestrictedtoRs...........crore(Rupees...........................................crore)only.TheBankshallbeliabletopaythesaidamountoranypartthereofonlyiftheAuthorityservesawrittenclaimontheBankinaccordancewithParagraph2hereof,onorbefore[..........(indicatethedatefalling365daysafterthedateofthisGuarantee)].

For ..............................................................

NameofBank:SealoftheBank:

Dated,the...........................dayof.................,20......

(Signature,nameanddesignationoftheauthorisedsignatory)

NOTES:

* + 1. TheBankGuaranteeshouldcontainthename,designationandcodenumberoftheofficer(s)signingtheGuarantee.
		2. Theaddress,telephoneno.andotherdetailsoftheHeadOfficeoftheBankaswellasofissuingBranchshouldbementionedonthecoveringletterofissuingBranch.
1. While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided. [↑](#footnote-ref-3)