

2017

REQUEST FOR PROPOSAL



**SELECTION OF CONSULTANT FOR PREPARATION
OF DETAILED PROJECT REPORT (DPR) FOR
CONSTRUCTION OF AN AUTOMATED MULTI
LEVEL CAR PARKING ON GMDA'S LAND AT
GANESHGURI, GUWAHATI, ASSAM**

**GUWAHATI METROPOLITAN
DEVELOPMENT AUTHORITY,
BHANGAGARH, GUWAHATI-781005**



**OFFICE OF THE GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY
STATFED BUILDING, BHANGAGARH, GUWAHATI-781005**

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Tender No. GMDA/ DEV/ 35/ 2017/ 12 Dated: 20/ 11/ 2017

NOTICE INVITING TENDER

Guwahati Metropolitan Development Authority (GMDA) invites Request for Proposal (RFP) for appointment of Consultant of National repute with experience to perform the functions mentioned in the Terms of Reference (ToR) of the RFP for Preparation of Detailed Project Report (DPR) for Construction of an Automated Multi-Level Car Parking at GMDA's land in Ganeshguri, Guwahati, Assam.

The detailed RFP document can be downloaded from official website of www.gmda.co.in & www.assamtenders.gov.in.

Pre-bid meeting : 11.00 hrs (IST) on 05/12/2017

Last date of submission of bid : 15:00 hrs (IST) on 11/12/2017

Authority reserves the right to make the changes to the terms of RFP documents and reject any or all offers without assigning any reason thereof.

Sd/-

**Chief Executive Officer
Guwahati Metropolitan Development Authority
Bhangagarh, Guwahati-781005**

TABLE OF CONTENTS

Contents

SL NO	DESCRIPTION	PAGE NO.
1	DISCLAIMER	3
2	INTRODUCTION	5
3	INSTRUCTIONS TO APPLICANTS	9
A	General	9
B	Documents	14
C	Preparation and Submission of Proposal	17
D	Evaluation Process	25
E	Appointment of Consultant	27
4	CRITERIA FOR EVALUATION	29
5	FRAUD AND CORRUPT PRACTICES	32
6	MISCELLANEOUS	33
7	Schedule-1- Terms of Reference	38
8	Schedule-2- Guidance Note on Conflict of Interest	50
9	APPENDICES	54
	Appendix I – Technical proposals forms	56
	Appendix II- Financial Proposal	73
	Appendix III- Standard Form of Contract	76
	Appendix IV- Location Map	109

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.

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR
For Construction of an Automated Multi-Level Car Parking

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.

Sd/-

Chief Executive Officer
Guwahati Metropolitan Development Authority
Bhangagarh, Guwahati-781005

1. INTRODUCTION:

1.1 Background

1.1.1 Guwahati the capital city of Assam is the ‘Gateway to the North-East of India’ and ‘Logistic and Infrastructure Hub’ for the region in true sense. The city is a very important destination point in terms of India’s, security and strategic point of view: main hub for the trade, commerce, tourism and transit with ASEAN and East Asian economies. The proposed Trans-Asian Highway will connect the Guwahati with other Asian countries.

The exponential growth over the years has created enormous pressure on land, infrastructure and transportation network of the city primarily on South Bank of the river Brahmaputra.

Considering the growing numbers of cars in the city and to deal with the problem of haphazard roadside parking, the Authority has decided to construct a Multi-Level Car Parking at Ganeshguri in addition to the ones at Shardhanjali Kanan and Panbazar. Ganeshguri is situated in capital complex of Guwahati city and is a major commercial area within the city. With the increased number of shops, vendors and shopping complexes in this area, it is flooded with people during the busy hours of the day. This has led to traffic congestion in the area causing inconvenience to the people. Roadside parking has adversely affected the traffic condition making it unmanageable at all cost. Taking all these factors into consideration, the Authority has decided to develop the existing GMDA parking area at Ganeshguri into a modernized Automated Multi-level Car Parking (Over Ground Puzzle Parking System) to accommodate/facilitate maximum two and four wheelers in the parking area.

This project will serve in a great way to reduce the traffic congestion in this area.

1.1.2 Govt. of Assam now has entrusted Guwahati Metropolitan Development Authority (GMDA) with the task of Preparation of a Detailed Project Report (DPR) and Construction an Automated Multi-level Car Parking at Ganeshguri, Guwahati, Assam.

1.1.3 Guwahati Metropolitan Development Authority (the "Authority") invites open bidding for Preparation of DPR for construction of the Automated MLCP.

1.2 Scope of Works:

The scope of work for the projects is to prepare a Detailed Project Report (DPR) for Construction of an Automated Multi-Level Car Parking facility at Ganeshguri with proper design to accommodate maximum vehicles (both four-wheeler and two-wheeler) through maximum utilization of space available.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

Tender documents can be downloaded from www.gmda.co.in and www.assamtenders.gov.in The bid document fee **Rs. 15,000/- (Rupees Fifteen Thousand) only (Non- refundable)** to be submitted in the form of demand draft or bankers cheque only, payable to CEO, GMDA at Guwahati. Documents without the requisite fee will be cancelled.

1.5 Validity of the Proposal

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

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes.

- i. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2.
- ii. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve.

1.7 Payment

1.7.1 All payments to the Consultant shall be made in Indian Rupees only (INR).

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

<u>Sl.No</u>	<u>Event Description</u>	<u>Proposed Dates</u>
1.	Last date for receiving Queries /clarifications	: 04/12/2017 upto 16:00 hrs (IST)
2.	Site visit	: 04/12/2017
3.	Pre-Bid Meeting	: 05/12/2017 at 11:00 hrs (IST)
4.	Proposal Due Date or PDD	: 11/12/2017 upto 14:00 hrs (IST)
5.	Opening of Technical Proposals	: 12/12/2017 at 15:00 hrs (IST)
6.	Signing of Agreement	: Within 15 days of LOA
7.	Validity of Applications	: 180 days from Proposal Due Date

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site on their own cost and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the Chief Executive Officer, Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-5, Assam.

1.10 Pre-Proposal Conference (Pre Bid Meeting)

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

Date & Time : 05/12/2017 at 11:00 hrs (IST)

Venue : Conference Hall of GMDA, Bhangagarh, Guwahati-5.

1.11 Communications

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

Chief Executive Officer,
Guwahati Metropolitan Development Authority.
Bhangagarh : Guwahati-5. Assam. India
Ph : 0361- 2529650/ 2529824. Fax: 0361-2529991
Email : ceogmdaghy@gmail.com/ ceo.gmda-as@nic.in

1.11.2 The **Official Website** of the Authority is: www.gmda.co.in

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

**FOR SELECTION OF CONSULTANT FOR PREPARATION OF
DETAILED PROJECT REPORT (DPR) FOR AUTOMATED MULTI-
LEVEL CAR PARKING ON GMDA'S LAND AT GANESHGURI,
GUWAHATI, ASSAM.**

- 1.12** The bidders are required to put the tender personally or through their authorized representative. Bids in sealed condition shall also be received by Post/Courier provided that the Bid is received before the stipulated time and date (as per tender condition). The authority shall not be held responsible for the delay, if any, in the non-receipt of the same.
- 1.13** GMDA does not bind itself to accept lowest or any other bid and reserves the right to reject lowest or any other bid or all the bids and accept any bid either in the whole or in part or split up the work between more than one bidder without assigning any reason whatsoever. The bidder shall be bound to execute the same at the quoted rates.
- 1.14** In case the date of opening of the tender as mentioned above is declared to be a holiday, the bids shall be received and opened on the next working day at the same time and venue.

Sd/-

Chief Executive Officer
Guwahati Metropolitan Development Authority
Bhangarh, Guwahati-781005

2. INSTRUCTIONS TO APPLICANTS

A. General

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in the Terms of Reference (TOR). Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.2 The Applicant shall submit its Proposal in the form and manner specified in the Appendices of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.

2.1.3 Key Personnel

The Consultancy Team shall consist of the following key personnel (the "**Key Personnel**") with conditions of eligibility as specified in clause (2.2.2 (C)) below. CVs for those Key Personnel will be submitted with the Proposal.

Sl. No.	Key Personnel
1	Structural Engineer cum Team leader
2	Structural Design Engineer
3	Expert on Geo-Technical Engineering
4	Mechanical Engineer
5	Electrical Engineer
6	Civil Engineer
7	Traffic Engineering Expert
8	Estimate & Tender document Specialist
9	Finance Expert

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, Applicant must meet terms and conditions for **eligibility criteria both Technical and Financial as below.**

(A) Technical Criteria :

1. The Applicants must be of National repute and registered under Company/Society Act or an Institution recognized by State/ Central Government of India (GOI). International firm operating in India should have registration in India with registered office.
2. Having experience of preparation of DPR for major MLCP projects in India.
3. Applicant has never been blacklisted or banned by any Government Department/PSU/Semi Government Agency/ Funding agencies in India and if blacklisted, blacklisting was duly cancelled and currently not black listed. The applicant should submit self-certification to this effect. Any applicant found black listed by any Government Department/PSU/Semi Government Agency in India, shall not be considered for this bid.
4. Should be a single entity. No joint ventures/consortium will be permitted for providing services under this bid.
5. Agency must be functional for the last 05 years.
6. Documents in support of similar earlier experience including letter of intent/work order issued/contract agreement, certificate of satisfactory performance in consultancy service offered in feasibility study and DPR preparation for major MLCP projects should be submitted along with the proposal.

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of an Automated Multi-Level Car Parking

(B) Financial Criteria

1. Shall have average annual turnover of Rs. 5.00 Crores from consultancy works during past 05 years. (Last year to be considered will be FY 2015-16).
2. The Net Worth of the applicant should be positive on the close of last financial year and also for last 05 years.
3. The applicant has to submit the annual report/ audited accounts/ balance sheet for last 5 years duly certified by the Chartered Accountant of the agency.

Note: All documentary evidence of experience including client's references and certificates must be enclosed in support of the same otherwise bid could be rejected.

(C) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility specified in the table here below:

SN	Key Personnel	Education Qualification	Min. Prof. exp.	Experience on Eligible Assignments
1	Structural Engineer cum Team leader	Post-Graduate/ Graduate in engineering	10 yrs	He / She should have been responsible for design and executing pre-fabricated building structures, experience in assembling steel structures, and experience in preparation of DPR and also led the feasibility study teams for at least two Eligible Assignments.
2	Structural Design Engineer	Post-Graduate or equivalent in design Structural Engineering	10 yrs	The candidate must have the capability to design Pre-Engineered Structures with various alternative materials (particularly of assembling steel structure) and structural arrangements; he should have designed at least for two Eligible Assignments. The candidate must have the proven experience of planning & monitoring pre-fabricated metal structures and load bearing/distribution investigations for the structures and interpreting the findings thereof, design of foundations of different type.

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of an Automated Multi-Level Car Parking

3	Expert on Geo-Technical Engineering	Post Graduate or equivalent in Geo-Tech Engineering	10 yrs	The candidate must have the capability to analyse the Geo-Technical aspects of the Structures and its impact on design of civil structure portion of the project.
4	Mechanical Engineer	Graduate in Mechanical Engineering	08 yrs	He / She should have professional Mechanical Engineering experience of handling project preparation and construction of major MLCP projects at least for two Eligible Assignments.
5	Electrical Engineer	Graduate in Electrical Engineering	08 yrs	He / She should have professional Electrical engineering experience of handling project preparation and construction of major MLCP projects at least for two Eligible Assignments
6	Civil Engineer	Post-Graduate in Structural Engineering	08 yrs	He / She should have been responsible for structural design for two Eligible Assignments.
7	Traffic Engineering Expert	Post-Graduate in Traffic engineering	08 yrs	He / She should have been responsible for traffic design by traffic volume study for two Eligible Assignments.
8	Estimate & Tender document Specialist	Graduate in Civil Engineering.	08 yrs	He / She should have experience in preparation of estimates and tender documents etc., should also be well versed with legal matters of the tender and have prepared document for atleast two Eligible Assignments.
9	Finance Expert	Post-Graduate/ MBA /CA	10 yrs	He / She should have undertaken financial analysis and modeling for two Eligible Assignments.

- i. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified above.
- ii. A Technical proposal will automatically be rejected in case the CV submitted for Team Leader position is non-eligible.
- iii. A Technical proposal will automatically be rejected in case any three or more CVs for positions other than the Team Leader are non-eligible.

- 2.2.3 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.4 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

Refer to Schedule-2 of this RFP for Definition and Guidance on Conflict of interest.

2.4 Number of Proposals

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

2.5 Cost of Proposal

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

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any

other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

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

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

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

2.8 Right to reject any or all Proposals

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

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

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

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

2.9 Contents of the RFP

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

REQUEST FOR PROPOSAL

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Miscellaneous

B. Documents

SCHEDULES

Schedule-1 Terms of Reference

Schedule-2 Guidance Note on Conflict of Interest

APPENDICES

APPENDIX-I - TECHNICAL PROPOSAL

Form-1 - Letter of Proposal

Form-2 - Particulars of the Applicant Form-3 - Statement of Legal
Capacity Form-4 - Power of Attorney

Form-5 - Financial Capacity of the Applicant

Form-6 - Particulars of Key Personnel

Form-7 - Proposed Methodology and Work Plan

Form-8 - Abstract of Eligible Assignments of the Applicant

Form-9 - Eligible Assignments of Applicant

Form-10 - Curriculum Vitae (CV) of Key Personnel

Form-11 - Deployment of Personnel

APPENDIX-II - FINANCIAL PROPOSAL

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8.

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

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

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.
- 2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants and will be part of bid document.
- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

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

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copy, the original shall prevail.

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

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

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

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

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

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

- (a) The Bid Security is provided;
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant's authorized representative. Unsigned and/or non-countersigned CVs shall be rejected. Scan copies of CVs will be accepted at the time of Proposal submission but original copies will be required from the Selected Consultant at the time of signing the contract.
- (h) The CVs shall contain an undertaking from the respective Key Personnel about his/ her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;
- (k) No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
- (l) The proposal is responsive in terms of Clause 2.21.3.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.5 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.
- 2.14.6 No Sub-Consultancy shall be permitted. However, if necessary to engage suitable Sub-Consultants in specific areas of expertise, the consultant will have to seek prior approval of Authority. But such engagement will not relieve the consultant from his obligation. A Sub-Consultant, will not be allowed for substitution of any Key Personnel.
- 2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.8 In case it is found during the evaluation or at any time before signing of the agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (i.e. Consultancy Fee) in both figures and words, in Indian Rupees and signed by the Applicant's Authorised Representative.

2.15.2 The Financial Proposal should be inclusive of all the costs and taxes.

2.15.3 In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

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

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo- technical investigations as per RFP requirements. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non- responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses.

(iii) Costs shall be expressed in INR (Indian Rupees) only

2.16 Submission of Proposal

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

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

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

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

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Cover A-TECHNICAL OFFER**' and the other clearly marked '**Cover B-PRICE OFFER**'. The envelope marked "**TECHNICAL OFFER**" shall contain:

(i) Application in the prescribed format (Form-1 of Appendix-I) along with other Forms of Appendix-I and supporting documents; and

(ii) Bid security as specified in Clause 2.20.1

The envelope marked "**PRICE OFFER**" shall contain the financial proposal in the prescribed format (Appendix-II).

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

The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex or e-mail shall not be entertained. The authority is not responsible for any postal/courier delay or any consequences.

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

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

2.17 Proposal Due Date

2.17.1 Proposal should be submitted at or before 15.00 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.

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

2.18 Late Proposals

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

2.19 Modification/ substitution/ withdrawal of Proposals

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

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked:

"MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, **Earnest Money (Bid Security)**: A Bid Security amount of **INR 5.00 lacs** (Rupees Five Lacs only) in the form of Demand draft/ Bankers cheque/ Bank Guarantee from a Nationalized Bank in India placed in favour of Chief Executive Officer, GMDA payable at Guwahati to be submitted along with the Technical bid. The Bid Security shall be returned after completion of the bid process.

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

2.20.3 The Authority shall not pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;

- (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- (e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the as specified in Clause 1.8 at 11.00 hrs, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. If the opening date is happened to be holiday, the next working day shall be considered as opening of proposal date.

The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date. For downloaded document if the Proposal submission is not accompanied by the bid cost as per Clause 1.4 shall be considered as non-responsive.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

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

- (a) The document fee is submitted along with the bid.
- (b) The Technical Proposal is received in the form specified at Appendix-I;
- (c) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (d) It is accompanied by the Bid Security as specified in Clause 2.20.1.
- (e) It is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- (f) It is accompanied by the Power of Attorney as specified in Clause 2.2.3;

- (f) It contains all the information (complete in all respects) as requested in the RFP;
- (g) It does not contain any condition or qualification; and
- (h) It is not non-responsive in terms hereof.

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

2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

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

2.21.9 Reserves the right to invite some or all of the Tenderers to attend interviews at short notice during the evaluation period. The purpose of the interview will be to seek additional clarification regarding the tenders submitted. Should this be the case, the exact date and location will be confirmed in due course.

2.22 Confidentiality

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

2.23 Clarifications

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

2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

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

2.25 Substitution of Key Personnel

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 2% (two per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 8% (eight per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 10% (ten percent) of the Agreement value for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Consultancy

After selection, a Letter of Intent (the "LOI") shall be issued to the Selected Applicant. The Selected Applicant shall, within 15 (fifteen) days from the date of the LOI shall submit the Letter of Acceptance (LOA) along with the Performance Security.

2.28 Performance Security:

The successful bidder shall submit 5% of the accepted bid cost as Performance Security by way of Bank Guarantee from Nationalized/Scheduled bank in favour of CEO, GMDA along with letter of acceptance prior to signing of the contract. The Performance Security shall be submitted separately in form of Bank Guarantee for the consultancy services. The validity of the Performance Security will be 3 months from the date of submission of the LOA. The bid security to be submitted vide clause 2.20.1 may be converted as the part of performance security .

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to request/seek any deviation in the Agreement.

2.30 Commencement of assignment

The notice to proceed with the Consultancy shall be issued within 10 days from the date of signing of the agreement.

The time allowed for the assignment is mentioned in Schedule-I (F) Clause No. 5.2.

If the Consultant fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security/ Performance Security of the first ranked Applicant shall be forfeited.

2.31 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

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

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of an Automated Multi-Level Car Parking

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

Sl. No.	Parameter	Max. Marks
1	<p>Background of the organization. (see clause 3.1.4 here below for assignments work value)</p> <p>Experience of the Firm in DPR preparation /General Consultancy/ Detailed Design Consultancy for Multilevel Automated Car Parking Projects.</p> <ul style="list-style-type: none"> ∑ 15 years and above – (15 marks) ∑ 10 -14 years – (10 marks) ∑ 5-9 years – (7 marks) 	15
2.	<p>Specific Experience of the Firm. (see clause 3.1.4 here below for eligible assignments)</p> <p>(a) No. of DPRs prepared for Multilevel Automated Car Parking Projects.</p> <ul style="list-style-type: none"> ∑ >5 projects – (10 marks) ∑ 3-5 projects – (7 marks) ∑ 1-2 projects – (5 marks) 	20 20
3.	<p>Proposed Concept Design and Work Plan</p> <p>See details in Form 7 of Appendix-I.</p>	20
4.	<p>Background, experience and qualifications of the key personnel proposed to be assigned to the work, including their familiarity with similar work undertaken by agency.</p> <p>Experts shall be evaluated with the marks allocation as per Cl.3.1.3. Marking would be done with the highest experience getting full mark and others in proportion.</p>	45

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of an Automated Multi-Level Car Parking

3.1.3 Evaluation of the CVs will be held with respect to the weights for each key position as given in the table below.

SN	Key Personnel	Weight in the max. 45 marks
1	Structural Engineer cum Team leader	15%
2	Structural Design Engineer	15%
3	Expert on Geo-Technical Engineering	10%
4	Mechanical Engineer	10%
5	Electrical Engineer	10%
6	Civil Engineer	10%
7	Traffic Engineering Expert	10%
8	Estimate & Tender document Specialist	10%
9	Environmentalist cum Social Economist	10%
	Total	100%

3.1.4 Eligible Assignments for Firm experiences

As specified in clause 2.2.2 Technical Criteria.

3.2 Short-listing of Applicants

The Applicants ranked as aforesaid Cl. 3.1 shall qualify for financial evaluation in the second stage.

3.3 Evaluation of Financial Proposal

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

3.3.2 For financial evaluation, the cost quoted in the Financial Proposal, in Appendix-II.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM)

will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

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

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

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

3.4.2 The Selected Applicant shall be the **first ranked Applicant** (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28, 2.29 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have

undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process.
- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Guwahati, Assam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

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

5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

5.5 The Authority shall not provide any service or facilities to the Consultant during the preparation of Feasibility study/ DPR.

5.6 Capacity Building Programme & Monitoring: The Consultant shall design and conduct Capacity Building Programme for clients' personnel in form of Training and Study Tours to suit the requirements of the assignments. The numbers of Training Programme and Study Tours shall be limited to two occasions for domestic projects and one for international projects for atleast 6 persons. The Consultant shall also provide a vehicle for use of Client for effective monitoring of the assignment during the Consultancy period. The Financial proposal shall include all such cost.

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

5.8 FORCE Majeure: Force Majeure shall be defined as follows:

“Neither the Client nor the Consulting Engineer shall be considered in

default in performance of the obligations under this Agreement if such performance is prevented or delayed by events such as, war, hostilities, revolution, riots, civil commotion, strikes, lock outs, Conflagrations, epidemics, accident, fire, wind, flood, draught earthquake or because of any law, order, proclamation, regulation or ordinance of any act of God, or for any other cause beyond the reasonable control of the party affected provided notice in writing of any such clause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 15 (fifteen) day from the happening of the event with sufficient documentary proof with regard to its existence and its continuance thereafter. As soon as the cause of force majeure has been removed, the party whose ability adducing necessary evidence in support thereof from the date of the occurrence of a case of force majeure, the obligation of the party affected shall be suspended during the continuance of any inability so cause until the case itself and inability resulting there from have been removed and the agreed time of completion of the resulting obligations under this Agreement shall stand extended by a period equal to the period of delay occasioned by such events.”

.....

SCHEDULE-1

(SEE CLAUSE 1.1.3)

TERMS OF REFERENCE (TOR)

FOR

SELECTION OF CONSULTANT

FOR

PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR
CONSTRUCTION OF A AUTOMATED MULTI LEVEL CAR PARKING
ON GMDA'S LAND AT GANESHGURI, GUWAHATI, ASSAM

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of an Automated Multi-Level Car Parking

Contents

SL	DESCRIPTION	PAGE NO.
A	GENERAL	38
B	OBJECTIVE	38
C	SCOPE OF WORKS	39
1	Preparation of DPR	39
D	DELIVERABLES	44
E	FEES & DURATION OF STUDY	45
F	TIME AND PAYMENT SCHEDULE	46
G	STUDY ADMINISTRATIVE & COORDINATION	48
H	LOCATION OF THE CONSULTANT	48
I	PENALTY CLAUSE	48
J	TERMINATION OF CONTRACT	48
K	ARBRITRATION CLAUSE	48
L	PROPOSAL SUBMISSION	49
M	MODE OF SELECTION & ALLOTMENT OF WORK	49
N	IMPORTANT DATES	50

**Terms of Reference (ToR) for Preparation of Detailed Project Report (DPR) for
Construction of Automated Multi-Level Car Parking on GMDA's Land at
Ganeshguri, Guwahati, Assam, India.**

General:-

Guwahati Metropolitan Development Authority ("the Authority") seeks the services of qualified firms for preparation of detailed project report (DPR) for construction of a multi-level car parking on GMDA's land at Ganeshguri, Guwahati.

The proposed MLCP will serve to reduce the traffic congestion in the Capital area of the Guwahati City by providing organised parking area to the public. The haphazard roadside parking can be minimized to avoid congestion on the roads during busy hours of the day. This will not only streamline the traffic system but also reduce the time taken to cross this area placidly.

The consultant will also study, compare and recommend the most appropriate design for the MLCP to accommodate maximum number of vehicles along with financial viability. Terms of Reference (the "ToR") for the assignments are specified below.

A. Objective

The objective of this consultancy is to prepare Detailed Project Report (DPR) for construction of a multi-level car parking at Ganeshguri for the purpose of firming up the Authority's requirements in respect of development of a MLCP. The project proposal shall be prepared with a view to ensure:

- a. The MLCP duly balancing the needs of minimizing environmental/ social impact and improving the traffic flow and load safety.
- b. Safety and level of service standard for the users;
- c. Superior operation and maintenance standard enabling optimized operational efficiency of the project;
- d. Minimal adverse impact on the local population.
- e. Minimal adverse impact on environment;
- f. Optimum usage of land available;
- g. Facilitate parking for four-wheelers in addition to two-wheelers and all the required basic amenities for operation.
- h. Provide the Authority with a sound engineering solution scheme for the proposed MLCP along with a realistic and firm Cost Estimate as per standard practice in order to negotiate the project for multilateral funding.

- i. The design should Adher to the prevailing Building Byelaws, National Building Code.

B. Scope of Works

The scope of consultancy services shall be Preparation of Detailed Project Report and preparation of tender for the project. The activities outlined below are to be considered as the minimum requirement and not as the exhaustive requirement of the consultancy services.

1. Preparation of DPR

- i. Detailed Topographical survey, Geotechnical investigation and studies on the proposed design of the MLCP.
- ii. Design of MLCP with canopy to cover the top of the MLCP and aluminum cladding in all three sides , approach roads with drainage works, construction of entrance gate, Security shed, Driver's rest-room with toilet facility, CCTV surveillance system, electronic display boards, installation of indicative signage & coloured glow signs, installation of display boards showing system details, user's instructions and standard operating procedures (SOP), installation of fire hydrant, shed for DG set, Campus lighting, facility for 24 hours running water supply with over head water tank , provision for drinking water, shed for two-wheelers, Ticket counter with computerized ticket vending facility , fixing of parking tiles in entire parking premise, compound wall where necessary with side gates, landscaping & gardening etc.
- iii. Identify locations for utility setup installation and traffic management study and plan during construction period if any.
- iv. Guidelines for Preparation of Detailed Projects issued by Ministry of Transport / Ministry of Urban Development Govt. of India will be used to the extent applicable.
- v. Within the overall framework as indicated above, consultants are free to make recommendations for improving the project viability, acceptability, constructability and operational efficiency to provide better quality of service.
- vi. Regulatory/compliance requirements.
- vii. Traffic impact assessment study.
- viii. The DPR should bring out explicitly the competitive design of the suggested multi-level car parking. DPR would indicate the cost

effective solution in terms of both – the design cost and the operation & maintenance cost. The earning from advertisement etc. will also be taken into account.

2.1 Civil Works – Design

- i. Design Selection – Study of different design, review of general design of the MLCP and recommended Design should include both horizontal and vertical profile.
- ii. To carry out detailed topographic surveys along the final alignment.
- iii. Geometric design of the routes covering the entire space to provide ease of vehicles flow in and out.
- iv. Study the impact of the MLCP on the overall drainage of the area both during the construction and operations phase, especially in flood situation.
- v. To study the impact of the MLCP on existing traffic flow on the access road (i.e. G.S Road) especially in peak hours & suggestive measures.
- vi. Due consideration may be given to the existing structures and boundary walls.
- vii. Check for any other data/information not specifically mentioned but needed for the Project.
- viii. To prepare preliminary structural design & drawing for the MLCP, with provision for adequate drainage works. Consultants will however review and recommend if any changes are considered appropriate. Design should be in sufficient details to ascertain its adequacy and to estimate the cost reasonably accurate.

2.2 Environment Impact Assessment (EIA)

- i. Consultants will conduct Environment Impact Assessment (EIA) study of the structure and propose Environment Management Plan (EMP) for construction and operation phase. Study must devote special attention to noise pollution during construction/ operation phase, impact on traffic during construction, any adverse impact on the adjacent properties, business in the area and impact on general quality of life in the project influence area.
- ii. The study should include mapping the existing and expected noise level (during execution of project) in the project area. The noise data shall be collected at noise monitoring stations at varying intervals -morning, afternoon and evening-during peak and off peak hours. The Consultants study shall cover the impact of increase in noise level, mitigation measures etc.
- iii. The EIA study must clearly bring out if any clearances are required under existing Regulations. If yes, requisite details must be furnished.
- iv. The Socio-economic impact in the area must be realistically assessed and suitable mitigation measures recommended. This is most sensitive aspect of any project especially in urban environment.

2.3 Cost- Estimates

- i. Consultants will prepare realistic base cost-estimates for all the project elements including taxes and duties. The details in support of cost-estimates will need to be furnished.
- ii. The completion cost will be worked out based on phasing of expenditure during construction and appropriate escalation factor.

2.4 Financial Analysis

- i. For the purpose of financial analysis, Consultants will assess realistic O & M expenditure under 3 subheads viz. staff, energy consumption and assets maintenance.
- ii. The capital expenditure on additional assets for replacement costs for assets etc. will have to be assessed.

- iii. Parking revenue will be worked out based on ridership forecast and proposed fare structure. Revenue from other sources viz advertisement and other commercial activities will be considered as applicable
- iv. Consultants will also carry out sensitivity analysis for cost over-run and/or variations in Revenue Streams.
- v. Based on the analysis and review of the financial projections assets and develop the following: flexible financial model to compute expected returns, financial viability of the project, identify key revenue drivers and conduct sensitivity analysis to assess the impact of changes in the key revenue drivers to the viability of the project.
- vi. Preparation of financial feasibility which includes estimation of revenue components, operating expenses, capital expenditure to be incurred for development of various stages of the project.
- vii. The Consultant shall review the incentives, various exemptions, concessions, operating subsidies, available under the Central Government and State Acts and under different schemes, subsidies etc.
- viii. Carry out financial analysis, examine legal aspects & framework and recommend suitable implementation strategy.
- ix. Recommend implementation strategy and institutional mechanism.
- x. A detailed risk analysis is required and the Consultant shall determine the optimum level of the risk. Issues to be addressed in the risk analysis shall include:
 - a). Construction risk
 - b). Political risk
 - c). Risk from environmental issues and social impacts
 - d). Revenue risk
 - e). Specific project risk.

As a part of the risk analysis the Consultants shall:

- a) Propose appropriate inclusions in the cost for the risk and contingency.
- b) Assess risk and classify them.
- c) Assess probability of risk occurrence and range of potential cost consequences.
- d) Compile a probability distribution and most likely whole life cost.

2.5 Economic Analysis

The Consultants will carry out Economic Analysis for the project as per prevailing and also the required sensitivity analysis.

2.6 Implementation Strategy/ Institutional Arrangement/ Implementation Schedule

The Consultants will recommend the implementation strategy, implementation schedule and proposed institutional arrangement for time-bound project implementation. If any changes in Legal frame-work are considered essential, Consultants may make suitable recommendation.

2.7 Miscellaneous

- i. The DPR will be prepared keeping in view the guidelines issued by Ministry of Transport /Ministry of Urban Development Govt. of India in this regard. Consultants will finalize the DPR format in consultation with GMDA.
- ii. The Geo-technical Report and EIA Report will also be submitted as separate volume(s).
- iii. Design Plans and any other drawings forming part of DPR, shall be prepared using only standard software.
- iv. The DPR should provide requisite information-both technical and financial in sufficient details to assist the GMDA to pilot the project for approvals of Competent Authority. Consultants will include in the FR/DPR any information considered essential but not specifically included in scope of work.

- v. The consultants will examine the techno economic feasibility of the proposal. Consultants may propose phasing of work for the purpose of implementation. Necessary financial & economic analysis will also be carried out for the said option.
- vi. Any other survey proposed/ suggestions given by GOA/GOI for comprehensiveness /sustainability of the project would be incorporated in the DPR by the consultant.
- vii. Identification of various approvals and other pre-requisites for the project at all stages including Construction, Operation and Maintenance Stage.
- viii. Consultant will organize workshops for presentation of draft DPR.

D. Deliverables:

1. Scope of work will be integral part of deliverables. Following reports in fifteen (8) hard copies and one (1) soft copy have to be submitted to Client as per timelines given in RFP for each projects.

1.1 Following deliverables will be part of the respective reports/stages:

- a. Survey Plans
- b. Traffic and demand assessment report
- c. Traffic integration report
- d. Geo-tech investigation report
- e. Environmental Impact Assessment report
- f. Implementation schedule
- g. Cost estimates
- h. Economic and Financial analysis

1.2 Specific deliverables are:

- a. Draft DPR
- b. Final DPR.

2. The Consultant will make at least three presentations to all stakeholders prior to submission of draft and final report. The payment shall be

made only after acceptance of these reports.

3. Implementation Schedule:

Broad details of construction methodology and schedule of implementation.

4. Environmental Impact Assessment

The environmental impact assessment shall be made due to implementation and operation of the project.

5. Cost Estimates

Cost estimates shall be prepared based on unit rates for various works.

6. Parking fee Policy, Economic and Financial Analysis

A report shall be prepared on the toll structure to be adopted for the proposed bridges and the revenue collection for the projected traffic demand shall be worked out. Economic and Financial analysis shall be carried out and details will be included in the DPR.

7. Legal Policy, Economic and Financial Analysis.

Legal Cover and Institutional agreement shall be recommended with reasons for adaption. A financial plan shall also be prepared for arranging finances for implementations of the project.

8. Civil Engineering component will include geometric design norms, civil structure and construction methodologies, Geo-technical investigation, utility survey and diversion plan etc.

9. As part of this assignment the agency would continue to provide necessary clarification and extend all assistance till investment approval from the Government is received for the projects.

E. Fees and Duration of study.

- vi. The Total fees for the preparation of Detailed Project Report will be as quoted by agency in INR plus service tax as applicable.
- vii. The service tax and education cess or any other similar additional tax/levy, if imposed by the Government, shall be paid by the Client to the Consultant over and above the fee, at applicable rates.
- viii. The total period for carrying out the assignment is 3 months from start i.e. from the date mentioned in the notice to proceed with the work.

F. Time & Payment Schedule:

1. The total duration for preparing the DPR shall be 3 (**three**) **months**. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.
2. Time schedule for important Deliverables (the “**Key Dates**”) of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

Time Schedule

Sl No.	Description of Key Activity	Duration
01	Submission of Draft DPR	Within 2 months from the date of work allotment.
02	Submission of Final DPR	Within 1 month from the date approval of the Draft DPR.

Payment Schedule

Sl No.	Description of Key activity	Percentage fee payable for the Activity
Preparation of DPR		
01	Submission of Draft DPR	20% of the total fees quoted for DPR
02	On approval of Draft DPR	30% of the total fees quoted for DPR
03	Submission of Final DPR	20% of the total fees quoted for DPR
04	On approval of Final DPR	30% of the total fees quoted for DPR
Total for Preparation of DPRs		100%

G. Study Administration & Coordination:

1. The **Chief Engineer, GMDA** will function as study contract coordinators to observe the study and provide a focal point for interaction with the consultant on behalf of the client (GMDA).
2. The Consultant will be required to liaise and coordinate with all the concerned agencies.

H. Location of the Consultants:

The Consultants shall have a local office at Guwahati for close co-ordination and consultation.

I. Penalty Clause:

If the deliverable reports are not submitted as per the schedule, 1% of the fee for each week of delay beyond the agreed delivery milestone. The aggregate of maximum LD payable to the client shall be subject to a maximum of 10% of the work order fee for deliverable.

J. Termination of Contract:

If the client (GMDA) for any reasons what so ever decides to terminate the contract, a written notice of termination to the consultant shall be given with a notice period of 30 days. Fees for the work done approved till the time of termination shall be made as mutually decided between client and the Consultant. If the contract is terminated due to non-submission of reports within prescribed time schedule, inferior quality of reports, non-obeyance to instructions, then the performance security deposited by consultant will be forfeited.

K. Arbitration Clause:

In the case of any dispute arising upon or in relation to or in connection with the contract thereof shall be amicably resolved through discussions between the client and the consultant, failing which the dispute may be settled under the rule of Indian Arbitration Act, 1996 by three arbitrators appointed, one each by the client and the consultant and the third by mutual agreement of these two arbitrators under such rules. The said arbitrators shall have full power to open up review and revise any decision, opinion, instruction determination certificate or evaluation of the Consultants and the client related to the dispute. In the event of failure of these discussions and judicial resolution becoming necessary, then and only in that event, the matter shall be referred to the courts of State of Assam, India.

L. Proposal Submission:

Proposals shall be submitted on or before **14.00 hours on 09/03/2018** to the Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-781005. The Technical bid shall be opened at **15.00 hrs on 09/03/2018** in front of the bidder's representative.

1. **Earnest Money (Bid Security):** A lump sum Bid Security amount of Rs 5.00 lacs in the form of Demand draft/ Bankers cheque/ Bank Guarantee from Nationalized/Scheduled bank operating in India pledged in favour of CEO, GMDA payable at Guwahati to be submitted along with the Technical bid. The Bid Security shall be returned after completion of the bid process.
2. **Performance Security:** The successful bidder shall submit 5% of the accepted bid cost as Performance Security by way of Bank Guarantee from Nationalized/Scheduled bank in favour of CEO, GMDA along with letter of acceptance prior to signing of the contract. The validity of the performance will be upto one year from the date of submission of the Final DPR.
3. Sealed Cover 'A' shall contain the technical proposal and other documents as requested in the TOR along with a lump sum Bid Security amount and bear the superscription as '**Cover A-TECHNICAL OFFER**'.
4. Sealed Cover 'B' shall contain the financial Proposal for the work and bear the superscription as '**Cover B-PRICE ORDER**'
5. Cover 'A' and 'B' must be packed together in Cover 'C' and bear the superscription '**Cover C.**'

Submissions after the deadline or not in conformity with the specified format will be rejected. GMDA reserves the right to accept or reject any or all applications without giving any reasons thereof.

M. Mode of Selection and allotment of work:

Before the submission of proposals, agencies will be called for pre-bid meeting, thereafter technical proposals will be opened and examined by the client. Agencies may be called for additional document, further clarification or presentation in course of examination of technical proposals. Financial proposals of the agencies who fulfill the eligibility criteria shall be opened as per RFP clause 3.3.

Successful agency/bidder will be issued letter of intent and Contract agreement (MoA) will be signed on submission of performance security in the form of Bank Guarantee. Mobilization fee as per ToR schedule F(5.2)will be released to the consultant after the submission of Bank Guarantee of 10% of the amount of feasibility study in favour of Client. Bank Guarantee will be valid for 12 months from the signing of MoA.

SCHEDULE-2

Guidance Note on Conflict of Interest

SCHEDULE-2

*(See Clause
2.3)*

Guidance Note on Conflict of
Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants having contracted with the Authority to draw up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

Contents

Description	Page No.
APPENDIX-I- TECHNICAL PROPOSAL	56
Form – 1 – Letter of Proposal	57
Form – 2 – Particulars of the Applicant	60
Form – 3 – Statement of the Legal Capacity	62
Form – 4 – Power of Attorney	63
Form – 5 – Financial Capacity of the Applicant	65
Form – 6 – HR proposed for this work	66
Form – 7 – Proposed Methodology and Work Plan	67
Form – 8 – Work Experience	68
Form – 9 – Eligible Assignments of Applicant	69
Form – 10 – Curriculum Vitae (CV) of key Personnel	70
Form – 11 – Deployment of Personnel	71
Form – 12 – Format of Bank Guarantee of Earnest Money	72
APPENDIX – II- FINANCIAL PROPOSAL	73
APPENDIX – III-STANDARD FORM OF CONTRACT	76
APPENDIX – IV- LOCATION MAP	109

APPENDIX-I - TECHNICAL PROPOSAL

TECHNICAL PROPOSAL

Form-1 - Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

The Chief Executive Officer
Guwahati Metropolitan Development Authority
Bhangagarh, Guwhati-5

Sub: Preparation of Detailed Project Report (DPR) for Construction of a Multi-Level Car Parking on GMDA's own land at Ganeshguri, Guwahati, Assam.

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 Preparation of DPR for Construction of a Multi-Level Car Parking at GMDA's own land at Ganeshguri in Guwahati, Assam. The proposal is unconditional and all information provided in the Proposal and in the Appendices is true and correct. 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 five years, we 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:

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of an Automated Multi-Level Car Parking

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 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.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we 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.
9. 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.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/employees.
11. 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 State Government in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
-

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of an Automated Multi-Level Car Parking

12. The Bid Security of INR 15,00000/- (Rupees fifteen lakhs) in the form of a Demand Draft is attached, in accordance with the RFP document.
13. 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.
14. I/We agree to keep this offer valid for 150 (one hundred and fifty) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement with the Authority.
17. I/We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. 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)

Request For Proposal (RFP) for Consultancy Services for Preparation OF DPR for
Construction of a Multi-Level Car Parking at
Ganeshguri, Guwahati, Assam.

Form-2 - Particulars of the Applicant

1.	Name of the organization	
2.	Permanent address Tel : Fax : Email id :	
3.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : (Attach Authorization letter of Competent	
4.	Registration details Registered under: Registration year : Registration	
5.	Demand draft Details for Bid Security. Amount : DD No. : Issuing Date :	
6.	Whether the Agency functional for the past 05 years : Y/N	

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of a Multi-Level Car Parking at
Ganeshguri, Guwahati, Assam

7.	Whether the Agency was ever blacklisted : Y/N If yes whether that blacklisting was not cancelled : Y/N (If yes, attach copy of same and the affidavit)	
8.	Brief professional background of the organization	

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

Form-3 - Statement of Legal Capacity

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

Ref. Date:

To,

**The Chief Executive Officer
Guwahati Metropolitan Development Authority
Bhangagarh, Guwhati-5**

Dear Sir,

Sub: **Preparation of DPR for Construction of a Multi-Level Car Parking on
GMDA's own land at Ganeshguri in Guwahati, Assam, India.**

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 laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and 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*

Form-4 - Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms.....son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for **Preparation of DPR for Construction of a Multi-Level Car Parking on GMDA's own land at Ganeshguri in Guwahati, Assam, India**, proposed to be developed by the Guwahati Metropolitan Development Authority (the "**Authority**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY
OF,2017

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) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (hundred) and duly notarised by a notary public.

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

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

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of a Multi-Level Car Parking at
Ganeshguri, Guwahati, Assam

Form-5 - Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

Sl No.	Financial Year	Turn Over(in INR)	Net Worth(in INR)
1	2011-2012		
2	2012-2013		
3	2013-2014		
4	2014-2015		
5	2015-2016		
	Total		

(The bidder to attach audited annual report, balance sheets, profit and loss account and audit reports certified by C.A.)

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of a Multi-Level Car Parking at
Ganeshguri, Guwahati, Assam

Form-6 - HR proposed for this work:

Sl No.	Designation	Name	Educational Qualification	Experience in Feasibility/ DPR preparation	Remarkable achievement
1					
2					
3					
4					
5					
6					
7					
8					
9					

(The bidder to attach detailed CV's)

Form-7 - Proposed Methodology with Concept Design and Work Plan

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

For Methodology with Concept Design:

Excellent: The Bidder properly understands the current situation, draws attention to all main issues related to the Consultancy and raises other important issues that have not been considered in TOR. Bidder should also explain the methodologies and Technical approach proposed to adopt and highlight the compatibility of these methodologies with the proposed approach. The Bid Document details ways to solve all issues by using state-of-the-art and innovative methodology. Bidder submits innovative concept design. (From **65% till 100%** of the eligible marks)

Average: The Bidder understands the requirement indicated in TOR. The methodology to solve the issues are consistent. However, the methodology are standard and not discussed in detail or not specifically tailored to the Consultancy and concept design is not very innovative. (From **35 till 65%** of the eligible marks)

Poor: The Bidder misunderstands the requirement indicated in TOR and important aspects of the scope of consulting services. Hence, discussion about the important issues, methodology are inappropriate and concept design is not innovative. (from **0% till 35%** of the eligible marks)

For Work plan

Excellent: The work plan fits TOR well. The timing and duration of all activities is appropriate and consistent with the Consultancy output, and the interrelation between various activities is realistic and consistent with the proposed methodology. A list of final documents, including reports drawings and tables to be delivered as final output included. The proposed work plan is consistent with the methodology. (from 65% till 100% of the eligible marks)

Average: The work plan fits TOR and all required activities are indicated in the activity schedule, but interrelation or duration of activities is not relevant. (from 35 till 65% of the eligible marks)

Poor: Some activities required in TOR are omitted in their work schedule or timing and duration are not appropriate. There are inconsistencies between timing, Consultancy output, proposed methodology. (from 0% till 35% of the eligible marks)

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of a Multi-Level Car Parking at
Ganeshguri, Guwahati, Assam

Form-8 – Work Experience

(Refer Clause 3.1)

Sl No	Client	Address	Name of the MLCP DPR preparation Project	Value of consultancy fees (in INR)	Work order issued/MoA Signed on (date) (Attach documents)	Work completed on (date) (Attach certificate of successful completion issued by client)	Status of the implementation of the DPR prepared (Attach document)

* (The bidder may use additional sheet/s if necessary)

Request For Proposal (RFP) for Consultancy Services for Preparation of DPR for
Construction of a Multi-Level Car Parking at Ganeshguri,
Guwahati, Assam

Form-9 - Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Size in number of vehicles or other particulars	
Description of services performed by the Applicant firm:	
Name of client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore):	
Payment received by the Applicant (in INR crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

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.

Form-10 - Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project Description of responsibilities

* (Use separate sheet for each Eligible Project)

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

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

(Signature and name of the Key Personnel)

Place

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

Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in **Form-8 of Appendix-I**.
3. Each page of the CV shall be signed in ink and dated 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.

Form-12: Bank Guarantee for Earnest Money

To,

Chief Executive Officer,
Guwahati Metropolitan Development Authority
Bhangagarh, Guwahati.

WHEREAS

.....
..... (name and address of consultant) (herein after called the Consultant) the RFP vide no. GMDA/..... dated:/...../2016, has been called for to execute the “**Preparation of Detailed Project Report (DPR) for Construction of a Multi-Level Car Parking on GMDA’s own Land at Ganeshguri in Guwahati, Assam, India**” (hereinafter called “the contract”);

And whereas it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank for the sum specified therein as Earnest Money for compliance with his obligations in accordance with the contract;

And whereas we have agreed to give the Consultant such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the consultant up to a total of Rs.....(amount for guarantee) (Rupees(in words), such sum being payable in the types and proportion of currencies in which the Earnest Money is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. (amount for guarantee) (Rupees.....(in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand;

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract document which may be made between you and the consultant shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until days from the date of opening of Bids i.e. the date of expiry will be,

Signature & Seal of the
Guarantor

Name of Bank;.....

Address:.....

Date:

APPENDIX-II
FINANCIAL
PROPOSAL

FINANCIAL PROPOSAL

(On Applicant's letter head)

(Date and Reference)

To
The Chief Executive Officer
Guwahati Metropolitan Development Authority
Bhangagarh, Guwhati-5

Subject: DETAILED PROJECT REPORT (DPR) FOR CONSTRUCTION OF A MULTI-LEVEL CAR PARKING ON GMDA'S OWN LAND AT GANESHGURI IN GUWAHATI, ASSAM, INDIA

Dear Sir,

I/ We, the undersigned, offer to provide the consulting services for the above mentioned subject in accordance with your Request for Proposal dated DD.MM.YYY and our Technical Proposal.

Our Financial Proposal corresponding to execution of the Scope of Services as mentioned in the Terms of Reference is submitted as per the Financial Proposal Standard Format submitted along with.

The quoted amounts are exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days from the Proposal Due Date DD.MM.YYYY.

No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.

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

Yours sincerely,

(Signature, name and designation of the authorised signatory)

Financial Proposal Format
For
Preparation of DPR for Construction of a Multi-Level Car parking on GMDA's own land at Ganeshguri in Guwahati, Assam, India

SN	Item	Amount in Figure	Amount in Words
1	Detailed Project Report (DPR) (Lump Sum quote)		

Note: Rate quoted is exclusive of taxes. The Authority shall add up the applicable taxes on award of the contract.

Declaration

:

I/We hereby declare that the information provided above is true, complete and correct to my/our knowledge and I hereby vow to abide by all the terms and conditions mentioned in the RFP. If any of the information given by me/ us is found to be false/ incomplete, then my bid/work allotted will be cancelled.

Name and designation of the authorized person:

Signature:

Date:

Place:

APPENDIX-III
STANDARD FORM OF CONTRACT

STANDARD FORM OF
CONTRACT

FOR CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT
REPORT FOR CONSTRUCTION OF A MULTI-LEVEL CAR PARKING ON
GMDA'S OWN LAND AT GANESHGURI IN GUWAHATI, ASSAM, INDIA

Between

[Name of Client]

and

[Name of Consultants]

Dated: _____

I. FORM OF CONTRACT

Contract to undertake for Preparation of Detailed Project Report for Construction of a Multi-Level Car Parking on GMDA's own land at Ganeshguri in Guwahati, Assam, India

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2013, by and between

Guwahati Metropolitan Development Authority having its office at Statefed Building Bhangagarh, Guwahati - 781005, Assam , India acting through its Chief Executive Officer hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the **First Part**.

and

----- (hereinafter called the "Consultants²").

WHEREAS

(A) The Client has requested the Consultants to provide certain consulting services as defined in Request For Proposal (RFP) attached to this Contract (hereinafter called the "Services");

(B) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

²Consultant should have permitted assigns.

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) Request For Proposal (hereinafter called “RFP”) document.
- b) General Conditions of Contract (GCC)
- c) Special Conditions of Contract (SCC)

Schedule-1: Terms of Reference containing, inter-alia, the Description of the and reporting requirements,

Schedule-2: Guidance note on Conflict of Interest.

Appendix I: Technical proposals forms

Appendix II: Financial Proposal

Annexure A: Copy of Bank Guarantee for Bid security/Performance Security

Annexure B: Minutes of pre-bid meeting which incorporates all the changes, modifications and results of the pre-bid discussion.

Annexure C: Outcome of Negotiation.

Annexure D: Copy of letter of Intent (LOI)

Annexure E: Copy of letter of acceptance

(LOA) **Annexure F:** Correspondences

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b) Client shall make payments to the Consultants in accordance with the provisions of the Contract.

3. PRIORITY OF DOCUMENTS

The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

- (i) The provisions of this Contract will override all provisions of other documents comprising the Contract.
- (ii) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- (iii) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
- (iv) the Appendices shall subject to each of the Contract, SC and the GC

Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant.

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

<p>FOR AND ON BEHALF OF CLIENT</p> <p>BY AUTHORIZED REPRESENTATIVE</p>	<p>FOR AND ON BEHALF OF CONSULTANT</p> <p>BY AUTHORISED REPRESENTATIVE</p>
<p>Witness 1</p> <p>Signature</p> <p>: Name:</p> <p>Address:</p>	<p>Witness 2</p> <p>Signature</p> <p>: Name:</p> <p>Address:</p>

II. GENERAL CONDITIONS (GC) OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Applicable Law”** means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) **“Client”** means the Party named in the Contract, who employs the Consultant.
- (c) **“Consultant”** or **“Consultants”** means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services.
- (d) **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in Clause 1 of such signed Contract;
- (e) **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) **“GC”** means the General Conditions of Contract;
- (g) **“Government”** means the Government of Client’s country;
- (h) **“Currency”** means the currency of Government of INDIA in Rupees;
- (i) **“Material Adverse Effect”** means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- (j) **“Party”** means the Client or the Consultants, as the case may be, and Parties means both of them;
- (k) **“Performance Security”** shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract

- (l) “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) “**Project**” or “**Projects**” means Preparation of DPR for Multi-Level Car Parking in Guwahati, Assam, India.
- (n) “**SC**” means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- (o) “**Services**” means the work to be performed by the Consultants pursuant to this Contract as described in TOR; and
- (p) “**Sub-consultant**” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of RFP document.
- (q) “**Work Order**” means a specific directive or order to perform a defined scope for a defined duration and fee

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Assam, India only.

1.3 Language

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

1.4 Notices

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

1.5 Location

The Services shall be performed at such locations as are specified in bid document and, where the location of a particular task is not so specified, at such locations, whether in Country or elsewhere, as the Client may approve.

1.6 Authorized Representatives

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

1.7 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Interpretation

In the Contract, unless the context otherwise requires:

- 1.8.1** The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 1.8.2** A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 1.8.3** A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 1.8.4** A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the

statutory body or authority was referred to

- 1.8.5** Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 1.8.6** The words ‘include’ and ‘including’ are to be construed without limitation. The terms ‘herein’, ‘hereof’, ‘hereto’, ‘hereunder’ and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words ‘other’ and ‘otherwise’ shall not be construed ejusdem generis with any foregoing words.
- 1.8.7** In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 1.8.8** Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 1.8.9** The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 1.8.10** References to a person (or to a word importing a person) shall be construed so as to include:
- (i) Individual, firm, trust, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - (ii) That person’s successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - (iii) References to a person’s representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND

TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall commence the services from 15th day of effectiveness of the Contract or any date prior to that with written approval from the Client.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.5 hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

2.3.1 Modification

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

2.4.1 Force Majeure

9.1.1 Definition

As defined in RFP Cl. 5.7.

2.4.2 No Breach of Contract

The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other party as soon as possible about the occurrence of such an event.

(c) the dates of commencement and estimated cessation of such event of Force Majeure; and

(d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

2.4.3 Extension of Time

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

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

2.5 Termination

2.5.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause.

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a sixty (60) days of receipt after being notified or within such further period as the Client may have subsequently

approved in writing

- (b) if the Consultants become insolvent or bankrupt
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- (f) if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent

Practices in competing for or in executing the Contract. For the purpose of this clause

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.5.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) day’s written notice to the Client, such notice to be given after the occurrence of the events specified in paragraphs (a) and (b) of this Clause 2.5.2:

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the

Consultants that such payment is overdue ; or

- (b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.5 hereof, or upon expiration of this Contract pursuant to Clause 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.

2.5.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.5.1 and 2.5.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clause 3.6 hereof.

2.5.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.5.1 or 2.5.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) If the Contract is terminated pursuant of Clause 2.5.1 (a), (b), (d), (e) or (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the

Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of Clause 9 of this Contract. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.5.6 Disputes about Events of Termination

If either Party disputes whether an event specified of Clause 2.5.1 or in Clause 2.5.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission,

discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities

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

3.2.3 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Consultant's Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract.
- (b) appointing such members of the Personnel mentioned in the technical proposal, and
- (c) any other action that may be specified in the SC.

3.5 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in the said RFP.

3.6 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.7 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.8 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained

and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client shall apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

4.4.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in RFP. The core team listed in Appendix-I, Form-6 are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

4.4.2 If required to comply with the provisions of Clause 3.1 of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

4.2 Removal and/or Replacement of Personnel

(a) If, for any reason beyond the reasonable control of the

Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. In case of a critical vacancy, the consultant shall provide a temporary resource for no more than 6 months. The temporary resource shall be of equivalent qualifications and shall be paid no more than 90% of the agreed rate of the personnel being replaced.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall provide the Consultants, Sub consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services-

1. assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

2. facilitate prompt clearance through customs of any property required for the Services;
3. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

6. PAYMENTS TO THE CONSULTANTS

6.1 Payment Terms

The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. The Contract Price may only be increased above the amounts if the parties have agreed to additional payments in accordance with Clause 2.3.1.

No payment shall become eligible for the next stage till the Consultant completes to the satisfaction of the Client the work pertaining to the preceding stage.

6.2 Contract Price

The price payable in local currency i.e. Indian Rupees

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.3.1

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.

6.5 Performance Guarantee

The consultant has to provide the Performance Guarantee equivalent to 5% of the contract value.

10. SETTLEMENTS OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of
or in connection with this Contract or its interpretation

7.2 Disputes Settlement

Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

8. RESPONSIBILITY FOR ACCURACY OF PROJECT DOCUMENTS

8.1 General

8.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the Services.

8.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client shall bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants

9. LIQUIDATED DAMAGES

As per RFP Schedule-1, ToR cl.(I).

10. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

10.1 The Consultant represents and warrants to the Client that:

- (i) it is duly organized, validly existing and in good standing under applicable laws of its Country;
- (ii) it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- (iv) it has the financial standing and capacity to undertake the Project;
- (v) this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (vi) it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- (viii) no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (ix) no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

11. MISCELLANEOUS

11.1 Assignment and Charges

- (i) The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client shall be entitled to decline without assigning any reason whatsoever.

- (ii) The Client entitled to assign any rights, interests and obligations under this Contract to third parties.

11.2 INDEMNITY

The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in Clause 3 hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (Collectively "Indemnified matter")

As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive till all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.

The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise

11.3 Governing Law and Jurisdiction

The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to clause 7.2 hereof and the SC, the Courts at Assam, India shall have jurisdiction over all matters arising out of or relating to the Contract.

11.4 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:
- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations

- under the Contract:
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
 - (iii) shall not affect the validity or enforceability of the Contract in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

11.5 Survival

Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

11.6 Notices

Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC.

The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

11.7 Severability

If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a

view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

11.8 No Partnership

Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

11.9 Language

All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified in the SC.

11.10 Exclusion of Implied Warranties etc.

The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.

11.11 Agreement to Override Other Agreements

The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.

11.12 Counterparts

The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, Clauses in General Conditions of Contract

GC Clause

N

1.1 (c) The Consultant is _____

1.3 The language is: **English**

1.4 The client address is:

Client: _____

Attention: _____

Telex: _____

Facsimile: _____

The consultant address is:

Consultants: _____

Attention: _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: _____

For the Consultant: _____

1.7 For domestic consultants/ personnel and foreign consultants/ personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/ expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

The Consultant shall be paid by Client only service tax over and above the cost of financial proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

2.1 The date on which this Contract will come into effect is:

2.1 The period shall be **12 months** (excluding handholding period) **with option to extend with mutual written agreement**. During hand holding and assistance period no permanent deployment of Key staff is required, however, they are expected to remain available for meetings and discussions as and when called during the stated period.

3.7 **Limitation of the Consultants' Liability towards the Client-**

(a) Except in case of negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

3.8 **The risks and the coverage shall be as follows:**

- (a) **Third Party motor vehicle liability insurance** as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) **Third Party liability insurance** with a minimum coverage, for Rs. 1.00 million for the period of consultancy.
- (c) **Professional Liability Insurance** - Consultants will maintain at its expense; Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (A) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (B) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher with a minimum coverage of [insert amount and currency].
- The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract.
- (d) **Employer's liability and workers' compensation insurance** in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- (e) any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

6.4 Consultancy fee will be paid in accordance with the following criteria: As per RFP, Schedule-1ToR cl.(F).

Sl No.	Description of Key activity	Percentage fee payable for the Activity
	Preparation of DPR	
01	Submission of Draft DPR	20% of the total fees quoted for DPR
02	On approval of Draft DPR	30% of the total fees quoted for DPR
03	Submission of Final DPR	20% of the total fees quoted for DPR
04	On approval of Final DPR	30% of the total fees quoted for DPR
Total for Preparation of DPRs		100%

Note: Non submission of monthly progress report in the required and acceptable format shall be grounds for rejection of payment application or can delay the processing of the payment application

Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables specified in Clause 6.4, and within 75 days in the case of the final payment, on achievement of milestones.

6.5 Performance Security The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of unconditional and irrevocable Bank Guarantee's as security for the performance by the Consultant of its obligations under this Contract, as per RFP cl.2.28, for an amount equal 5% of the total cost in two different BG under this Assignment. Further, in the event the term of this Contract is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5% of the total cost of Financial Proposal under this Assignment.

The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations).

The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of sixty (60) days from the date of submission of the last deliverable under this Contract. If the Client shall not have received an extended/replacement Performance Security in accordance with this Clause 6.5 at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Consultant of its obligations under this Contract until such time as the Client shall receive such an extended/replacement Performance Security whereupon, subject to the terms of this Contract, the Client shall refund to the Consultant the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Contract, in //which case only the balance amount remaining shall be returned to the Consultant; provided that the Client shall not be liable to pay any interest on such balance. The Client shall return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/replacement thereof. Subject to satisfactory completion of all deliverables under this Contract, the Performance Security shall, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of one hundred eighty (180) days from the date of submission of the last deliverable under this Contract.

The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- B the Consultant becomes liable to pay liquidated damages;
- C occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 2.5.1 of the GCC;
- D any material breach of the terms hereof; and/or
- E without prejudice to paragraph (c) above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

7.0 Dispute Settlement:

As per RFP, Schedule -1, ToR , Clause-K.

ANNEXURE A

Form of Performance Bank guarantee

In consideration of Guwahati Metropolitan Development Authority (Hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/sa company incorporated under laws of _____ and having its registered office at _____ (herein after referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to submit a Bank Guarantee for the due Performance of the above Contract amounting to _____ (in words and figures).

AND WHEREAS we have agreed to issue on behalf of the consultants such a bank guarantee; NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of, the consultants up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without you needing to prove or to show grounds or reasons for you demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultants before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the RFP or the bid or of the services to be performed there under or of any of the bid documents which may be made between you and the consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification or by the extension of time for performance granted to the consultant or postponement/non exercise/ delayed exercise of any of its rights by GMDA or any indulgence shown by GMDA to the consultant and the

Request For Proposal (RFP) for Consultancy Services for Feasibility Study & DPR Preparation
for Construction of a Multi-Level Car Parking at Ganeshguri, Guwahati, Assam

Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by GMDA or any indulgence shown by GMDA provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.

The liability of the bank under this guarantee shall not be affected by any change in the constitution of the consultants or of the bank. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. ___) and the guarantee shall remain valid till. Unless a claim or a demand in writing is served upon us on or before _____ our liability under this guarantee shall cease.

Signature and seal of the Guarantor _____ in presence
of

Name and designation _____ 1. _____

(Name, Signature & Occupation)

Name of the bank _____

Address _____ 2. _____

(Name, Signature & Occupation)

Date _____

APPENDIX-IV
LOCATION MAP

Request For Proposal (RFP) for Consultancy Services for Feasibility Study & DPR
Preparation for
Construction of a Multi-Level Car Parking at
Ganeshguri, Guwahati, Assam